

IN THE MATTER between **CII**, Applicant, and **JA**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5
(the "Act");

AND IN THE MATTER of a hearing before **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **Town of Inuvik in the Northwest Territories**;

BETWEEN:

CII

Applicant/Landlord

-and-

JA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **March 11, 2026**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **SG, representing the Applicant**
 JA, representing the Respondent
 MA, support for the Respondent

Date of Decision: **March 12, 2026**

REASONS FOR DECISION

An application to a rental officer made by CII as the Applicant/Landlord against JA as the Respondent/Tenant was filed by the Rental Office on February 11, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by personal service on February 12, 2026.

The Applicant alleged the Respondent failed to pay rent on time and accumulated arrears. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for March 11, 2026, by three-way teleconference. SG appeared to represent the Applicant. JA appeared to represent the Respondent. MA appeared as support for the Respondent. I reserved my decision for the Applicant to provide a lease balance statement to breakdown the accounting of the rent.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

Tenancy agreement

Entered into evidence was a month-to-month tenancy agreement between the parties commencing November 14, 2020. The tenancy agreement was only signed by the Landlord.

The tenancy agreement is not in the approved form. The Landlord acknowledged the tenancy agreement was not fully compliant with the Act.

Rental arrears

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in accordance with the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. To support the claim was a detailed aging report, history of payments, text communications between the parties regarding non-payment of rent, and a notice of eviction letter. The aging report showed the Tenant accrued \$36,800.00 in rental arrears.

The Landlord's representative testified the Tenant had outstanding arrears back to April 2024 and since the application was filed the Tenant paid \$1,000.00 but not reflected on the accounting provided. The Landlord's representative also testified that the rents for February and March 2026 had not been paid.

In response to the claim, the Tenant acknowledged communications and payments had been intermittent. They had employment challenges but have been employed for the past five weeks. The Tenant spoke to their income and stated they could pay rent and approximately \$200.00 to \$300.00 towards their arrears.

The Rental Officer spoke to the issuance of the eviction notice. It was explained only a rental officer or a Judge of the court could issue an eviction. The Landlord could issue a 10 day notice to terminate the tenancy under subsection 54(1) of the Act, but to validate the termination, an application must be made to a rental officer. The Landlord acknowledged the information provided.

The Rental Officer also questioned the Tenant about why no payments had been made toward the February and March rent. In response, the Tenant stated that there were issues with the direct deposit and that their salary had been provided by cheques from outside the territory. They deposit their salary through an e-deposit which puts a 5-day hold. The Tenant stated they were currently waiting and a payment would go toward the February rent and the next cheque toward the March rent, after which they would start paying down the arrears. The Tenant also mentioned seeking rental assistance to assist with the arrears.

Upon request, on March 12, 2026, the Landlord provided a lease balance statement back to the last zero or positive balance of the rent account. The statement transactions validate the Landlord's claim, as the Tenant failed to pay multiple months of rent in full or at all, resulting in \$39,000.00 in rental arrears. The arrears balance equated to over 34.25 months of unpaid rent.

I am satisfied that the lease balance statement accurately reflects the status of the Tenant's rent account. I find that the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$39,000.00.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant have shown a history of not maintaining their rent account, resulting in substantial arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. As the Tenant appeared at the hearing and spoke to addressing the arrears, and in agreement with the Landlord, a conditional order for termination and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$39,0000.00 in minimum monthly installments of \$200.00 starting April 2026, until the arrears are paid in full (p.41(4)(a), ss. 84(2));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement between the parties on June 30, 2026, unless at least \$3,600.00 is paid towards the rental arrears and the monthly rents for April through June 2026, are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on July 1, 2026, should the tenancy agreement be terminated on July 30, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer