

IN THE MATTER between **NRR**, Applicant, and **LB**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

LB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 26, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Date of Decision: March 27, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against LB as the Respondent/Tenant was filed by the Rental Office on February 26, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on March 1, 2026.

The Applicant alleged the Respondent failed to pay rent in full, resulting in the accumulation of arrears. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for March 26, 2026, by three-way teleconference. SM appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from May 1, 2017 to April 30, 2018. Evidence shows that the parties renewed the tenancy on February 18, 2025 for a fixed term from June 1, 2025, to May 31, 2026. The tenancy agreement was signed by all parties. I am satisfied a valid fixed term tenancy agreement is in place in accordance with the Act.

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

Rental arrears

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

The Landlord's representative claimed that the Tenant consistently failed to adhere to the payment requirements of the tenancy agreement, accumulated significant arrears, and has maintained an arrears balance since June 2024. The Landlord's representative testified that the Tenant receives rental assistance and that the Landlord has attempted to work with the Tenant to address the arrears; however, these efforts have been unsuccessful. To support the claim, entered into evidence was a lease ledger, record of communications, email correspondence between the parties, six arrears reminder emails dated between January and February 2026, and two 10-day notices to terminate the tenancy agreement. The 10-day notices dated

March 12, 2025, had a termination date of March 22, 2025 and notice dated July 11, 2025, had a termination date of July 21, 2025. Also included in the evidence were two repair invoices.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenant's rent account. The charges on the ledger reflects a monthly rent of \$1,950.00. It also indicated the last a zero or positive balance was on May 31, 2024, and at the time of the application, the Tenant accrued \$5,622.94 in rental arrears. The arrears equated to over 2.75 months of unpaid rent.

On March 23, 2026, the Landlord provided an updated ledger indicating March rent was paid late, resulting in the Landlord applying late payment penalties as authorized under section 3 of the *Residential Tenancies Regulations* and balance owed by the Tenant increased to \$5,694.94.

The Rental Officer questioned the repair invoices. In response, Landlord's representative stated that the invoices were included to support charges recorded on the ledger. It was also noted that the Tenant had a positive balance after the charges were applied, indicating that the expenses had been satisfied.

I am satisfied that the lease ledger accurately reflects the current balance of the Tenant's rent account. I find the Tenant failed to pay rent and accumulated arrears in the amount of \$5,694.64.

Termination of the tenancy agreement and eviction

Paragraph 54(1)(g) of the Act provides for a landlord to give a tenant at least 10-days' written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the full amount of the rent or to pay the rent on the dates specified in the tenancy agreement.

Subsection 54(4) of the Act specifies that where a notice is given under subsection 54(1) the landlord must make an application to a rental officer for an order to terminate the tenancy agreement. The termination of the tenancy under section 54 is not enforceable or binding without an order by a rental officer.

The last 10-day notice of termination ended on July 21, 2025. I find, the Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement, therefore deeming the tenancy as being reinstated. However, in consideration of the Tenant's failure to maintain the rent account and significant arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$5,694.94 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on May 31, 2026, unless the arrears of \$5,694.94 is paid in full and the monthly rents for April and May 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on June 1, 2026, should the tenancy agreement between the parties be terminated on May 31, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer