

IN THE MATTER between **WHL.**, Applicant, and **JH**, 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:

**WHL.**

Applicant/Landlord

-and-

**JH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 26, 2026

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

**Appearances at Hearing:** SE, on behalf of the Applicant

JH, on behalf of the Respondent

**Date of Decision:** April 8, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by SPM on behalf of WHL. as the Applicant/Landlord against JH 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 Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on March 5, 2026.

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

A hearing was originally scheduled for March 11, 2026. Due to the Applicant failing to serve the application within the period outlined in subparagraph 76(1)(b)(i) of the Act, the hearing was rescheduled. The rescheduled hearing took place on March 26, 2026, by three-way teleconference. SE appeared to represent the Applicant. JH appeared to represent the Respondent. I reserved my decision for the parties to provide payment information, and for the Respondent to provide a copy of the signed tenancy agreement and to review the evidence and testimony.

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

#### *Tenancy agreement*

The Applicant entered into evidence an unsigned fixed term tenancy agreement between the parties from March 1, 2023, to February 28, 2024. The Rental Officer questioned and the Tenant stated that they signed a tenancy agreement with the Landlord on March 3, 2023, the day they moved in.

Subsection 9(1) of the Act states, a tenancy agreement may be oral, written or implied.

Subsection 9(3) of the Act states, a written tenancy agreement must be signed by the parties or their agents and may be in the form of a tenancy agreement set out in the regulations.

Subsection 9(4) of the Act states, a tenancy agreement is deemed to be in writing where it has been signed by one party or their agent, given to the other party or their agent and the landlord permits the tenant to take occupancy of the rental premises.

As part of the information requested, the Tenant was to provide a copy of the signed tenancy agreement and email sent to the Landlord with the signed tenancy agreement. The Tenant failed to provide the information requested. I am satisfied there is an implied month-to-month tenancy agreement in place in accordance 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 and maintain the rent account and accrued arrears. To support the Landlord's claim was an account statement indicating that as of January 23, 2026, the Tenant accrued \$15,675.00 in rental arrears, and email correspondence between the parties regarding payment transactions.

In response to the claim, the Tenant acknowledged they had arrears, but felt the accounting was incorrect. The Tenant stated they were laid off for a period of time, obtained short term employment, then laid off a second time and have been searching for employment since last five months. They also stated they found part-time employment, which only covered food costs, any extra funds received was applied to the rent account and also selling personal items to pay the rent; and indicated two possible employment opportunities. The Tenant spoke to the Landlord not recording all payment received and provided the payment information to the Landlord. The Tenant noted they received \$2,100.00 from Homelessness Assistance Fund (HAF) which was not recorded by the Landlord. To support proof of the payment was an email from the HAF advising the payment was made and provided the payment identification. The Landlord testified they were unable to verify the payment with the HAF administrator.

The Tenant also spoke to receiving rental assistance and kept the Landlord informed of their employment issues. To support the Tenant's claim was their accounting of the rent account, email and text correspondence.

The Rental Officer questioned the email correspondence between the parties. In response the Landlord's representative stated they provided the Tenant with their history of payments received. The Rental Officer questioned and the Landlord spoke to the payments made since the application was filed. The Landlord also noted they received a \$1,463.00 from a rental assistance provider. The Rental Officer also questioned, and the Landlord's representative also stated, the balance forward was provided by the bookkeeper. The Rental Officer noted a discrepancy between the payments recorded by the Landlord and that of the payment list provided by the Tenant. To verify the accuracy of the payments, the parties were requested to provide their records of payments and dates received, including the balance forward.

On March 30, 2026, the Tenant submitted an email showing they contacted and were waiting for the HAF administrator to provide proof of the \$2,100.00 payment on behalf of the Tenant.

On April 5, 2026, the Landlord provided an accounting of payments and charges back to the start of the tenancy. The accounting supported the balance forward for 2024 to be \$2,500.00 and the charges and payments received from the Tenant from January 2025 through March 2026.

On April 7, 2026, the Tenant provided their accounting of payments and charges to the start of the tenancy. The Tenant's accounting indicated a balance forward for 2024 to be \$2,915.00. The Tenant also provided notification from the HAF administrator indicating the Landlord was paid. However, the amount was not indicated and therefore cannot be taken into account.

In review of the charges and payments provided, I find the following:

Item	Charge	Payment
2024 Balance Forward	\$ 2,500.00	
2025/2026 Rent Charged	\$ 24,750.00	
2025/2026 Rent Paid		\$ 10,850.00
Rent Assistance Paid		\$ 1,463.00
Total	\$ 27,250.00	\$ 12,313.00
<b>Balance owing (Charge - Paid)</b>	<b>\$ 14,937.00</b>	

While the Landlord did not request payment of arrears in their application, subsection 83(1) of the Act, allows a rental officer to make an order or decision that has been applied for, or that could have been applied for, that they consider justified in the circumstances.

As the Tenant acknowledged the arrears, I find the Tenant is responsible to pay to the Landlord \$14,937.00 in accumulated rental arrears.

*Tenant concerns*

During the hearing, the Tenant brought forward concerns with the internet services and a door lock not functioning. The Landlord's representative spoke to the internet issue. The door issue was not addressed.

*Termination of the tenancy agreement and eviction*

In consideration of the testimony and evidence presented, the Tenant repeatedly failed to pay rent on time or in full, resulting in the accumulation of substantial arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. While

the Landlord did not want a repayment plan, I noted the Tenant acknowledged responsibility to pay rent and the accumulation of arrears. Because of this, I find a conditional termination of the tenancy agreement and eviction to be better suited.

### *Orders*

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$14,937.00 (p. 41(4)(a));
- requiring the Tenant to pay rent on time in future (p. 41(4)(b));
- terminating the tenancy agreement between the parties on May 31, 2026, unless \$3,000.00 is paid towards the arrears and the monthly rent for April, May and 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 between the parties be terminated on June 30, 2026 (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer