

IN THE MATTER between **NRR**, Applicant, and **MA and HA**, Respondents;

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-

MA AND HA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 9, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: KZ, representing the Applicant
MA, representing a Respondent
Date of Decision: April 13, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR. as the Applicant/Landlord against MA and HA as the Respondents/Tenants was filed by the Rental Office on March 10, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by the Applicant on the Respondents by email and deemed served on March 20, 2026. On March 19, 2026, MA attended the Rental Office to inquire about the application and advised they did not have a computer. A copy of the application to a rental officer was provided to the MA.

The Applicant alleged the Respondents 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 April 9, 2026, by three-way teleconference. KZ appeared to represent the Applicant. MA appeared to represent a Respondent. HA did not appear, nor did anyone on their behalf. The Respondent in attendance indicated HA no longer resided at the rental premises and they did not have contact information for them.

Section 71 of the Act provided a notice or document to be served on a landlord, tenant or rental officer must be given by (a) personal service; (b) registered mail; (c) fax; or (d) a method as set out in the *Residential Tenancies Regulations (Regs)*.

Subsection 4(2) of the Regs allows for service of a document under subsection 71(d) to be by email.

As the tenancy agreement indicated the Respondent(s) agree to allow notice to be served electronically to the email address indicated in the tenancy agreement, I am satisfied the Respondents were served with the application in accordance with the Act. Pursuant to subsection 80(2) of the Act, the hearing proceeded in HA's absence. I reserved my decision for the Applicant to provide an updated lease ledger and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties 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 Respondents as the Tenants.

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 Tenants failed to comply with the terms of the tenancy agreement to pay rent, resulting in the accumulation of arrears.

To support the claim, entered into evidence was a lease ledger, a record of communications, an email to the Tenants, six email arrears reminders dated between January and February 2026, and a 10-day notice to terminate the tenancy agreement. The 10-day notice was dated January 1, 2026, with a termination date of January 15, 2026.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account. The charges on the ledger reflect a monthly rent of \$2,550.00. It also indicates that the last time the Tenants had a zero or positive balance was in September 18, 2025. At the time of the application, the Tenants accrued \$3,607.00 in rental arrears, which equates to over 1.4 months of unpaid rent. The ledger also indicates that the Tenants were receiving a partial rent subsidy.

On April 7, 2026 the Landlord provided an updated ledger indicating that the Tenants made only a partial payment of \$1,529.00 towards the rent in March. As of April 7, 2026, no payments had been made, and the arrears balance had increased.

The Landlord's representative spoke to the Tenants' failure to comply with their obligation to pay rent over an extended period during the tenancy. The Landlord noted, despite the repeated follow-ups, reminders, and opportunities, no arrears repayment plan was established, nor was any explanation provided by the Tenants. The Landlord's representative also addresses the Tenants' receipt of external funding to assist with rent, raising concerns on the Tenants' ability to maintain their tenancy obligations. The Landlord's representative spoke to the recent payments received on the Tenants' rent account.

In response to the claim, the Tenant stated they and the other Tenant entered into a tenancy agreement and in October 2025, they separated, causing financial difficulties. The Tenant also spoke to a medical emergency. The Tenant stated it has been taking them time to address the rent account. They indicated that they attended the Landlord's office on multiple occasions and attempted to work with the Landlord to have the second Tenant removed from the tenancy agreement, but were unsuccessful. The Tenant also stated that a rental assistance provider is willing to assist, but would only pay a portion of the rent due to the presence of a second person on the tenancy agreement. The Tenant stated they attended the rental office in

attempts to get assistance in removing the second Tenant from the tenancy agreement. The Tenant noted they paid down a significant portion and the remaining balance can be addressed by April 20, 2026 and they would be able to pay rent from that point on.

The Rental Officer questioned and the Landlord's representative confirmed additional payments towards the rent account were received on April 7 and April 8, 2026, reducing the arrears to \$1,594.50. The Rental Officer noted the receipt of outside funding does not mean a Tenant cannot pay rent, rather that they are receiving assistance. The Rental Officer also noted periods the rent was not paid in full, as required by the tenancy agreement and the Act.

Upon request the Landlord provided an updated ledger showing as of April 8, 2026, the arrears were reduced to \$1,594.50.

I am satisfied the lease ledger accurately reflects the current balance of the Tenants' rent account. I find the Tenants failed to pay rent and accumulated arrears in the amount of \$1,594.50.

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.

As the 10 day notice of termination ended on January 15, 2026. I find, the Landlord submitted the application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement. I find the Landlord's request for termination of the tenancy agreement and eviction to be justified. However, based on the evidence and testimony, a Tenant has taken an active approach to address the arrears and to committed to maintain the rent requirements. Therefore, a conditional termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord arrears in the amount of \$1,594.50 (p. 41(4)(a));
- requiring the Tenants to pay rent on time in the future (p. 41(4)9b));
- terminating the tenancy agreement between the parties on June 30, 2026, unless the \$1,594.50 in rental arrears is paid in full and the monthly rents for May and June 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenants 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)).

Jerry Vanhantsaeme
Rental Officer