

IN THE MATTER between **SM**, Applicant, and **NG**, 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:

**SM**

Applicant/Landlord

-and-

**NG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 15, 2026

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

**Appearances at Hearing:** MW, representing the Applicant  
VZ, representing the Applicant  
GP, representing the Applicant  
CL, representing the Applicant  
NG, representing the Respondent

**Date of Decision:** April 25, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by SM as the Applicant/Landlord against NG as the Respondent/Tenant 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 on the Respondent by email and deemed served on March 14, 2026.

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

A hearing was scheduled for April 15, 2024, by three-way teleconference. MW, VZ, GP and CL appeared to represent the Applicant. NG appeared to represent the Respondent. I reserved my decision for the Applicant to breakdown lease balance statements for two separate tenancies.

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

#### *Preliminary matters*

The Landlord is a numbered company operating under SM. As the tenancy agreement references the Landlord as SM, the style of cause will reflect SM.

#### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement between the parties commencing September 1, 2024, and signed by both parties.

The Rental Officer questioned the tenancy start date, as the documents indicate the Tenant resided in a rental premises since 2021, and in the current rental premises since 2023. In response, the Landlord's representative testified that a previous property management company managed the rental premises and they held the original lease. When the Landlord took over management of their rental properties, the Tenant was asked to sign an updated tenancy agreement.

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 and given to the other party or their agent and the landlord permits the tenant to take occupancy of the rental premises.

I am satisfied the parties entered into a tenancy agreement for the rental premises commenced September 1, 2024. I am satisfied a valid tenancy agreement is 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 rent on time and in full, resulting in the accumulation substantial arrears. To support the claim, entered into evidence was a lease balance statement from the previous property management company, an aged report from the Landlord, a December 17, 2024, arrears notice from the Landlord, and email correspondence between the parties.

A lease balance statement dated October 18, 2024, from the previous property management company showed the Tenant had arrears owing in the amount of \$16,850.00. The aged report indicating the amount owed by the Tenant was \$24,157.63.

The Landlord's representative testified the Tenant has a history of not making rent payments in full.

In response to the claim, the Tenant acknowledged the debt to the Landlord, and stated that they were waiting on financial claim to be completed and would pay the arrears in full. The Tenant stated they are working full time and would like to enter into a payment plan.

The Rental Officer questioned the statements provided. In response, the Landlord's representative testified the Tenant had substantial arrears when they took management of the rental premises in 2024. To support the testimony was a October 28, 2024, email from the previous property management company indicating the Tenant they had \$16,850.00 in rental arrears.

The Rental Officer questioned and the Tenant stated the financial claim would be addressed within the next few months. The Tenant acknowledged payment requirements under the tenancy agreement and the Act.

The Rental Officer questioned the charges on the Landlord's lease balance statement. In response the Landlord's representative spoke to a charge and payment towards the rent account. Rental Officer explained accurate accounting of rent. The Rental Officer questioned and the Landlord was amicable to an arrears repayment plan. The Tenant stated they would be able to afford \$1,000.00 monthly payments above the rent.

Due to two separate property managements and a new tenancy agreement being signed, the Rental Officer requested and on April 22, 2026, the Landlord provided a breakdown of the rent

account from the old property management and the Landlord. A review of the statements indicate under the previous management company, the arrears was \$15,375.00, with the last payment date of August 12, 2024, and under the current tenancy agreement, the Tenant had a balance owing of \$4,631.02.

Subsection 68(1) of the Act specifies that an application to a rental officer must be made within six months of when the breach of an obligation or situation arose. Subsection 68(3) provides for the Rental Officer to extend the time for making an application where the Rental Officer is of the opinion that it would not be unfair to do so.

Given the Landlord entered into a new tenancy agreement starting September 1, 2024 and the last payment towards the previous rent account was August 12, 2024, the Landlord could have taken steps to address the balance owing at that time. Because of this, I am not satisfied that it would be fair to grant an extension to the claim the previous arrears.

Not to say the arrears from the previous tenancy agreement are not collectable, just not under the Act.

I am satisfied the Tenant has an outstanding arrears balance of \$4,631.02.

#### *Termination of the tenancy agreement and eviction*

Based on the evidence and testimony, the Tenant has shown a history of not maintaining their rent account, resulting in substantial amount of arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. However, as the Landlord was amicable to maintain the tenancy should the arrears be addressed, a conditional order for termination and eviction will be issue.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord \$4,631.02 in rental arrears in monthly installments of \$1,000.00 starting May 2026 (p. 41(4)(a), ss. 84(2));
- pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement between the parties on September 30, 2026, unless the monthly rent and minimum monthly installments of \$1,000.00 for May to September 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and

- evicting the Tenant from the rental premises on October 1, 2026, should the tenancy be terminated on September 30, 2026 (p. 63(4)(a), ss.83(2)).

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Jerry Vanhantsaeme  
Rental Officer