

IN THE MATTER between **NRR**, Applicant, and **DM and JM**, 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-

DM AND JM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 16, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Date of Decision: April 17, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against DM and JM as the Respondents/Tenants was filed by the Rental Office on March 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 Respondents by registered mail on April 2, 2026.

The Applicant alleged the Respondents failed to pay rent in accordance with the tenancy agreement, accumulated arrears, did not keep the rental premises clean, caused damages, and disturbed the Landlord and other occupants within the residential complex and impaired the safety of the Landlord and other tenants. An order was sought for arrears, repair damages, termination of the tenancy agreement and eviction.

A hearing was scheduled for April 16, 2026, by three-way teleconference. SM appeared to represent the Applicant. The Respondents did not appear, nor did anyone on their behalf. As the Respondents 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 November 1, 2024, to October 31, 2025, which was renewed as a month-to-month tenancy. 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 in accordance to the terms set out in the tenancy agreement.

The Landlord claimed the Tenants have not maintained their payment requirements and accumulated arrears. To support the claim, entered into evidence was a lease ledger, arrears notices, emails, a proposed repayment plan and a 10 day notices of termination. The 10 day termination notice was dated July 11, 2025 with a termination date of July 21, 2025.

Paragraph 54(1)(g) of the Act permits 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 rent.

The Landlord's representative testified shortly after the tenancy started the Tenants were inconsistent with making payments. They followed-up multiple times with the Tenants to address the rent balance.

The "Lease Ledger" represented the Landlord's accounting of rents and payments received against the Tenants' account since the start of the tenancy. The charges on the ledger reflect a monthly rent of \$2,020.00, the last time Tenants had a zero or positive balance was November 27, 2024, and the total amount owing was \$8,242.19.

On April 2, 2026, the Landlord provided an updated ledger showing the Tenants continued to not pay rent and the arrears increased to \$12,349.19. The statement also included a \$263.00 charge for damages. Damages are not considered arrears.

On April 13, 2026, the Landlord submitted another ledger containing updates with late payment penalties, increasing the arrears to \$12,379.19 and a second damage charge of \$370.00.

The Rental Officer noted the Landlord charging three late payment penalties three plus months after the rental months. The Rental Officer questioned the practice. The Landlord's representative acknowledged the issue and noted the system they use is Canada wide.

I reserved my decision to review the rent account. After review, I found it to be an unfair practice to charge late payment penalties three months or more after the rental month, as the Tenants are not given accurate amount of their rent account. I found the three charges equated to an additional \$88.00 charged to the rent account. After removing the \$88.00 from the \$13,379.19, I find an arrears balance of \$12,291.19.

I am satisfied the Tenants are responsible to the Landlord for unpaid rent in the amount of \$12,291.19.

Tenant damages

Subsection 42(1) of the Act states, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant.

Subsection 42(3) of the Act states, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Landlord's representative testified the Tenants are responsible for damages to the rental premises. To support the claim were photos of damages to walls, crayon writing on a wall, a broken window.

On April 2, 2026, the Landlord provided a \$263.00 invoice for damage to a door closure and video surveillance showing a person damaged the closer and then attended the rental premises.

The Rental Officer questioned and the Landlord's representative confirmed the \$370.00 invoice on the ledger was not provided prior to the hearing.

The Rental Officer also questioned damages, in specific to the smoke detector and door closure. The Landlord's representative confirmed the Tenants have removed the smoke detector to smoke in the rental premises. The Rental Officer also questioned if person who damaged the door closure was guest of the Tenants at the time. In response the Landlord's representative was unable to confirm if the person was a guest at the time, but indicated they were known to frequent and had keys to the Tenants' rental premises.

After review of the evidence and testimony, such as the video surveillance, the person who damaged the door closure had keys to the rental premises. It can therefore be inferred that the Tenants considered this persons to be either an occupant or a guest any time they are in the building, whether or not the Tenants were aware of their presence at the time. Based on this, I find the Tenants responsible for the actions of the person who damaged the door closure in the amount of \$263.00.

The \$370.00 claim for damages is dismissed as there is insufficient evidence at this time to support the claim.

Disturbances and other obligations

Subsection 43(1) of the Act states, a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Subsection 43(2) of the Act states, a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

Subsection 45(1) states, where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable under the circumstances.

The Landlord's representative claimed the Tenants breached multiple terms of the tenancy agreement in regards to overcrowding, having unauthorized occupants, heavy traffic, smoking and tampering with fire protection equipment. The Landlord's representative testified to receiving complaints regarding the amount of traffic to the rental premises, and concerns for personal safety as guests roam the building and have threatened tenants. The Landlord also noted the Tenants failed to maintain the rental premises in an ordinary state of cleanliness.

To support the Landlord's claim was security reports from February 7 to November 15, 2025, 24-hour video surveillance footage from November 7 to November 15, 2025, photos of a disconnected fire extinguisher, and smoking paraphernalia.

In review of the security report, the Rental Officer noted from February 7, 2025 through November 15, 2025, there were multiple incidents of people found loitering in the residential complex, and when approached, gained access to the Tenants' rental premises. The report also indicated a guest or a Tenant propping building doors open to allow people access to the building. I also note on the report for October 22, 2025, a guest was observed damaging a security camera with a hammer, which they brought with them from the rental premises. And after reviewing the nine full days of security footage, there was a high volume of daily traffic to the rental premises. A number of the visits lasted for only a few minutes, and other cases, a people were observed leaving and immediately returning with others to the rental premises. In some incidences, the visitors could be observed talking to the door prior to being allowed entrance.

Based on the evidence and testimony provided, I am satisfied the Tenants or their guests have caused disturbances to the Landlord's or other tenants quiet enjoyment of the rental premises

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 July 21, 2025, I found 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.

However, in consideration of the Tenants' failure to maintain the rent account, caused damages, caused disturbances, 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 Tenants pay to the Landlord rental arrears in the amount of \$12,291.19 (p. 41(4)(a));
- requiring the Tenants pay to the Landlord the cost of repairs for the door closure in the amount of \$263.00 (p. 42(3)(e));
- requiring the Tenants to repair damages to the drywall within the rental premises (p. 42(3)(a));
- prohibiting the Tenants from causing any further damages to the rental premises or residential complex (p. 42(3)(b));
- requiring the Tenants comply with their obligation not to disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, and must not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement between the parties on May 10, 2026 (p. 41(4)(c), p. 42(3)(f), p. 43(3)(d)); and
- evicting the Tenants from the rental premises on May 11, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer