

IN THE MATTER between **NRR**, Applicant, and **AB**, 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-

**AB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2026

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

**Appearances at Hearing:** SM, representing the Applicant

**Date of Decision:** April 21, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office on March 18, 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 26, 2026.

The Applicant alleged the Respondent failed to pay rent, accrued arrears, caused damages, caused disturbances and did not comply with additional obligations of the tenancy agreement. An order was sought for payment of arrears and damages, termination of the tenancy agreement and eviction.

A hearing was scheduled for April 20, 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.

#### *Preliminary matters*

The tenancy agreement in the application registers the landlord as NCHYPLP. The Applicant confirms a name change.

The style of cause will reflect the name of the applicant.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties from January 1, 2024 to December 31, 2024, and 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 Respondent as the Tenant.

#### *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 has not maintained payment requirements and accumulated arrears. To support the claim, entered into evidence was a lease ledger, arrear notices, emails, a proposed repayment plan and a 10-day notices of termination. The 10-day termination notice was dated January 12, 2026, with a termination date of January 22, 2026.

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 "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenant's rent account since the start of the tenancy. The charges on the ledger reflects a monthly rent of \$2,000.00. The last time Tenant had a zero or positive balance was October 10, 2025, and the total amount owing was \$8,772.57. The ledger also contains a lock change charge of \$125.00. The lock change is not considered arrears. After removing the charge, there is an arrears balance of \$8,647.57, equating to over 4.25 months of unpaid rent.

On April 15, 2026, and April 16, 2026, the Landlord submitted updated ledgers. Both ledgers indicated the arrears increased and there were three new invoices. Two invoices for the removal of garbage and one for damages for a total amount of \$981.50. After removing the charges, the Tenant's arrears amounted to \$10,707.57.

The Landlord's representative testified multiple attempts were made to work with the Tenant to address the arrears but were unsuccessful. The Landlord's representative confirmed the last payment towards the rent account was November 11, 2025.

I am satisfied the Tenant is responsible to the Landlord for unpaid rent in the amount of \$10,707.57.

#### *Tenant damages*

The Landlord claimed the costs of repairs for a lock change, the removal of household garbage from the common areas, and flood remediation in the residential complex. To support the claim, the Landlord submitted invoices for the lock change, garbage removal, broken door glass, flood remediation, and security footage.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent or persons permitted on the premises by the tenant. Under subsection 42(3)(e) of the Act, 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: (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Rental Officer reviewed the claim and the evidence provided to determine whether the Tenant was responsible for damages, cleaning and if the costs for the work were reasonable. The following are the amounts claimed and my findings.

- **\$125.00, claimed** - November 17, 2025, Tenant requested a lock change, as they were unable to lock their door before going to work. Notes on the work order indicated the Tenant previously paid for a lock change and the that the installed lock was not functioning. The work order did not indicate the Tenant had agreed to cover the cost of this new lock changed. A work order and maintenance request from April 16, 2025, showed the Tenant requested a lock change and agreed to the charge back. I find seven months had passed between the initial lock and the one claimed. I find no indication the Tenant caused damage to the locking mechanism in November to make them responsible for lock replacement. **Claim denied.**
- **\$135.00, claimed and approved** - Invoice #AB-2026-HL - March 24, 2026, security footage shows a guest of the Tenant leaving the rental premises carrying a garbage container and bag to the first floor lobby, placing them beside the door, then walking away. **Supported by evidence.**
- **\$135.00, claimed and approved** - Invoice #AB-2026-HL01 - April 10, 2026, security footage shows a guest of the Tenant leaving the rental premises carrying a garbage bag to the first floor lobby, placing them beside the door, then walking away. **Supported by evidence.**
- **\$711.50 , claimed and approved** - Invoice #AB-2026-HL02 - April 10, 2026, security footage shows the Tenant’s guest walking down the hall, pushing the door open hard, and when swinging shut, the door glass broke. **Supported by evidence.**
- **\$2,488.50** - Invoice #NVR-0124 - Flood callout, contractor charge to clean-up the flooding. The Landlord’s representative testified the flooding in the rental premises effected two lower multiple units. The incident report indicates the flooding occurred on March 10, 2025. The lease ledger has the incident charge back on March 17, 2025, and the Tenant had a zero balance on November 1, 2025. **I find the Landlord already received payment for the invoice.**

\$ 981.50	Total approved damages
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I am satisfied the Tenant is responsible for damages and cleaning in the amount of \$981.50.

*Disturbances and impairing the safety of other tenants*

Section 43 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.

The Landlord's representative testified the Tenant neglected their responsibility to not causing disturbances. The representative stated that the Tenant created unsafe and unsanitary conditions in the rental premises and the unit below, due to an overflowing bathtub, which allowed water to seep through the floor and affect two lower units.

The Landlord's representative stated, due to the flooding, other residents were unable to use certain areas of their rental units, thereby disturbing their quiet enjoyment. The Landlord also claimed disturbances were caused by increased foot traffic to the rental premises and by a broken hall door window.

To support the claim was security footage of the window breaking, Tenant history notes indicating an odour, other damages, and the invoice from a contractor showing the equipment used and time used to mitigate the flooding.

#### *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 was issued January 12, 2026 with a termination date of January 22, 2026, I am satisfied the application was within a sufficient period of time to end the tenancy. I also find the tenancy should be terminated due to the Tenant's guest disposing garbage in the common areas of the residential complex, damages in relation to flooding in the rental premises, as well as the disturbances to the Landlord and other tenants by the flooding in the rental premises.

#### Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$10,707.57 in rental arrears (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord for repairs in the amount of \$981.50 (p. 42(3)(e));

- terminating the tenancy agreement between the parties on May 31, 2026 (p. 41(4)(c), p. 42(3)(f)); and
- evicting the Tenant from the rental premises on June 1, 2026 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer