

IN THE MATTER between **MM**, Applicant, and **BC**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

**MM**

Applicant/Landlord

-and-

**BC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 28, 2026

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

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

BG, representing the Applicant

**Date of Decision:** April 28, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by MM as the Applicant/Landlord against BC as the Respondent/Tenant was filed by the Rental Office on March 19, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email and deemed served on March 23, 2026.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, breached obligations of the tenancy agreement and did not kept the rental premises in a clean state, caused damages and disturbed other tenants' quiet enjoyment of the residential complex. An order was sought for arrears, to comply with obligations for the tenancy agreement, termination of the tenancy agreement and eviction. The Applicant withdrew the request for termination of the tenancy agreement and eviction as the Respondent vacated the rental premises prior to the hearing.

A hearing was scheduled for April 28, 2026, by three-way teleconference. SC and BG 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 this hearing, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in the Respondent's absence. I reserved my decision to review the evidence and testimony.

#### *Preliminary matters*

The name on the tenancy agreement differs from the name used in the Respondent's electronic signature and in the application to the rental officer. The style of cause will reflect the name shown in the signature on the tenancy agreement and the application.

#### *Previous Orders*

Rental Officer Order #18374, dated September 12, 2024, required the Respondent to pay rent on time in the future and for the Applicant to return to the Respondent the overpayment of late payment penalties in the amount of \$141.00.

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

#### *Tenancy agreement*

The Landlord entered into evidence a one year tenancy agreement commencing February 1, 2024. After the year, the tenancy was renewed as a month-to-month tenancy. The tenancy agreement indicated the monthly rent was \$1,750.00. The tenancy agreement was digitally signed by the Tenant.

It was found that portions of the tenancy agreement were not in the approved form, as there were inconsistencies with the Act. The Landlord's representative acknowledged these inconsistencies.

The Landlord's representative noted the tenant vacated the rental premises prior to the hearing. Photo evidence dated April 16, 2026, showed the condition of the rental premises. I find the tenancy was terminated effective April 16, 2026.

#### *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's representative claimed the Tenant failed to pay rent. To support the claim, entered into evidence was a statement of account and text conversation between the parties.

The statement of account represented the Landlord's accounting of the rent and payments received against rent account since the start of the tenancy. The statement indicated the monthly rent was \$1,750.00, with a balance owing of \$5,250.00. The statement also indicated two charges, one for \$150.00 for recycling the utilidex and a \$50.00 late payment administration fee. The \$150.00 is not considered as rent, and the Act does not allow for charging an administration fee on rent. Under subsection 41(2) of the Act, "a tenant who pays his or her rent later than the dates specified by the tenancy agreement is liable for a penalty calculated in accordance with the regulations. Section 3 of the *Residential Tenancies Regulations* states, "for the purposes of subsection 41(2) of the Act, a late payment penalty respecting the rent due under a tenancy agreement must not exceed \$5.00 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65.00." Based on the statement the rent was due December 1, 2024, and the Tenant paid the rent on December 2, 2024. Under the *Regulations*, the Landlord would only be entitled to a \$5.00 late payment penalty. I find the Landlord overcharged the Tenant \$45.00 in late payment charges. After removing the \$150.00 charge and over charge on late payment penalties, I find the arrears balance to be \$5,055.00.

On April 27, 2026, the Landlord provided an updated statement of account showing no further payments were made and after deducting the charge and over charge on late payment penalties, the Tenant's arrears had increased to \$6,805.00.

#### *Disturbances*

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 tenancy agreement also contains a provision for the Tenant to conduct themselves in a manner that would not disturb other tenants' peaceful enjoyment of the premises.

The Landlord's representative testified the Tenant caused disturbances. To support the claim was a text message from the resident of the residential complex. As the Tenant is no longer resides in the rental premises, an order for the Tenant to not cause disturbances is no longer required, **claim dismissed**.

*Tenant damages and cleanliness*

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 45(2) of the Act, a tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in an ordinary state of cleanliness.

The Landlord testified the Tenant failed to maintain the rental premises in a good state of ordinary cleanliness and caused damages. To support the claim, were text messages containing photos of the exterior area of the rental premises; a January 3, 2026 email regarding the condition of the interior; photos of the interior dated January 3, 2026; and two emails dated April 27, 2026, containing photos of the interior of the rental premises after the Tenant had vacated.

The Rental Officer reviewed the photos and the Landlord's representative confirmed that the carpet had been damaged and animal faeces was on the floor.

In review of the evidence provided, I note the Tenant failed to maintain the rental premises in an ordinary state of cleanliness and caused damages.

As the Landlord did not include costs for repairs, no order for compensation can be given.

*Utility arrears*

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

The Landlord claimed the Tenant failed to maintain the utility account as required under the tenancy agreement. To support the claim was a December 23, 2025, letter from the Town indicating the Respondent had an outstanding balance of \$742.28 and February 1, 2026, past due utility invoice in the name of the Tenant in the amount of \$943.69. The Landlord also claimed the \$150.00 charge for the utilindex.

The Rental Officer questioned and the Landlord's representative testified that they had not paid the charge but noted that, if it were not paid, the Landlord would be charged for the utility costs.

In review of the evidence and testimony, I note that the letter from the Town, issued under Bylaw No. 2657/UTIL/20, indicates that unpaid utilities would be transferred to the land tax account.

The Rental Officer also questioned the charge for the utilidex. In response, the Landlord's representative stated the charge was due to the Tenant not maintaining the heat account and the charge for a callout to have the heat restarted. The Landlord confirmed the Tenant was provided a copy of the invoice by text message. The Rental Officer pointed to text messaging not being considered a form of communications under the Act for notice, nor did they provide a copy of the invoice as part of the application package. **The claim for \$150.00 is dismissed.**

As the Landlord was not charge for the utilities at the time of the application, the Rental Officer cannot order the Tenant to pay the utility costs to the Landlord. However, I am satisfied the Tenant breached their obligation to not maintain the utility account in accordance with the tenancy agreement.

### *Orders*

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$6,805.00 (p. 41(4)(a));
- requiring the Tenant to comply with their obligation to pay utilities in accordance with the tenancy agreement (p. 45(4)(a));

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Jerry Vanhantsaeme  
Rental Officer