

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

JP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 26, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Date of Decision: May 27, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against JP 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 initially served on the Respondent by email on March 23, 2026, for a hearing dated April 20, 2026.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, caused damages, failed to maintain the rental premises in an ordinary state of cleanliness and caused disturbances. An order was sought for arrears, damages, termination of the tenancy agreement and eviction.

The Rental Officer noted the Applicant served the application package on the Respondent by email. The tenancy agreement between the parties indicated that service of notices and documents was to be effected at the address of the rental premises, either by personal service or registered mail. While I have reason to believe that the Respondent received the application by email as they had corresponded with the Applicant via email, I found the tenancy agreement did not contain authorization to service notice by email. In the interest of natural justice, I directed the application to be re-served on the Respondent by another means and to provide proof of service to the Rental Office.

Notice of the rescheduled hearing was served on the Applicant by email and deemed served on April 23, 2026. The Applicant re-served the application package and the updated notice of attendance on the Respondent by registered mail and deemed served on April 28, 2026.

The rescheduled hearing took place on May 26, 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 being served sufficient notice of the rescheduled 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 registered the landlord as NCHPL. The Applicant confirmed the Landlord changed their name. The style of cause will reflect the name on the application.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from March 1, 2024, to February 28, 2025. The fixed term was renewed from March 1, 2026, to February 28, 2027. The tenancy agreement and renewal was signed by all parties. I am satisfied a valid fixed term tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #17674, dated September 16, 2022, required the Respondent to pay \$4,183.12 in arrears, terminate the tenancy agreement on September 30, 2022, and evict the Respondent from the rental premises on October 15, 2022.

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 to the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent, resulting in arrears. To support the claim was a lease ledger, multiple arrears notices sent to the Tenant electronically, and a 10-day notice of termination 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 lease ledger represents the Landlord's accounting of the Tenant's rent account. The statement indicated the monthly rent charge at the time of the application was \$2,570.00 and the last time there was a zero or positive balance on the rent account was December 24, 2025, and the balance owed was \$3,044.25. The ledger also indicated a damage claim of \$2,399.25. Damages are not considered arrears. After removing the damage claim from the balance, I find the arrears amount to be \$645.00.

On April 16, 2026, the Landlord submitted an updated ledger showing the Tenant had made payments but due to late payment penalties, the balance owing increased to \$742.00 after the damage claim was removed.

On May 19, 2026, the Landlord submitted a second ledger again showing that payments had been made, however, due to the late payment penalties, the balance owing again increased to \$776.00 after the damage claim was removed.

The Landlord's representative spoke to the Tenant's history and pattern of not paying rent on time in accordance with the tenancy agreement, and as a result late payment penalties were applied.

The Rental Officer questioned about charging of late payment penalties after payment was received. In response, the Landlord's representative acknowledged the issue and noted the system used to record rent is nationally based and they were aware.

In review of the lease balance statement, I found the Landlord applied late payment penalties for periods after rent had been paid in full. The following are my findings on over charging of late payment penalties:

- February 2026 - the Landlord claimed late payment penalties of \$32.00. The rent was paid within 4 days. The Landlord was only authorized to charge \$7.00 in late payment penalties. **The Tenant is entitled to a \$25.00 rent credit;**
- March 2026 - the Landlord claimed late payment penalties of \$35.00. The rent was paid within 3 days. The Landlord was only authorized to charge \$6.00 in late payment penalties. **The Tenant is entitled to a \$29.00 rent credit;** and
- April 2026 - the Landlord claimed late payment penalties of \$34.00. The rent was paid within 8 days. The Landlord was only authorized to charge \$11.00 in late payment penalties. **The Tenant is entitled to a \$23.00 rent credit.**

I find the Tenant is entitled to a \$77.00 rent credit for overcharge of late payment penalties.

After applying the rent credit to the \$776.00 balance, I find the Tenant has outstanding rental arrears in the amount of \$699.00.

Damages and cleanliness and disturbances

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

Subsection 42(3)(e) 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: (e) requiring the tenant to pay any reasonable expenses directly associated with the repair of the rental premises and all services, facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.

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.

The Landlord claimed cost associated for damages to the rental premises resulting from a flood caused by a debris-filled, overflowing toilet. The Landlord also claimed the Tenant failed to maintain the rental premises in an ordinary state of cleanliness and has disturbed the Landlord and other tenants' quiet enjoyment of the rental premises.

The Landlord's representative testified when investigating a water leak originating from the rental premises, they found the rental premises in an untidy, unsanitary and uninhabitable state. They found the toilet tank filled with debris, causing the toilet to overflow and leak into the unit below. The Landlord also spoke to an earlier incident of a damaged toilet in which the Tenant was charged and paid. The Landlord spoke to finding faeces throughout the rental premises, a strong odour and excessive garbage. Because of the condition, the Landlord found it difficult to carry out their duties and deemed the rental premises uninhabitable. The Landlord offered to relocate the Tenant to another unit, however, the Tenant refused the move. To support the claim, entered into evidence was photos of the overflowing toilet filled with debris, a photo of the flooding in the unit below; photos of faeces on walls, carpeted staircase, an invoice of \$2,399.25 for the flood remediation and, an email from the Tenant to the Landlord indicating they would be making an insurance claim to address the charge.

The Landlord's representative spoke to receiving multiple complaints regarding the Tenant. To support the claim, was an email dated December 24, 2025, with a photo of faeces on a vehicle window and, a warning notice dated August 9, 2025.

The Rental Officer questioned the photo depicting faeces on the vehicle. In response, the Landlord's representative stated that the tenant whose unit was affected by the flooding observed the faeces being thrown from the rental premises; took a photograph, and provided it to the Landlord. The Landlord's representative noted that they confirmed the incident with the tenant. The Rental Officer questioned, and the Landlord confirmed, that the toilet overflow and faeces of the rental premises occurred on December 22, 2025. The Landlord's representative also noted that there was a strong odour of human waste at that time.

Based on the testimony and review of the photo evidence of the debris-clogged, overflowing toilet, the email confirming the tenant's intention to file an insurance claim, and the photos of the flooding in the lower unit, I find the Tenant is responsible for flood remediation in the amount of \$2,399.25.

While the Landlord testified that the rental unit contained excessive garbage, the claim was unsupported by direct evidence. However, the photo evidence of faeces smeared on the walls and carpeted stairs establishes an unsanitary environment, breached the Tenant's obligation to maintain the rental premises in an ordinary state of cleanliness, which in turn constitutes a substantial and unreasonable interference with the Landlord's and other tenants' quiet enjoyment of the rental premises and residential complex.

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 find the Landlord did not make an application to a rental officer within a sufficient period of time to validate the termination of the tenancy agreement.

As the Respondent accrued arrears and breached their obligation to not cause damage, failed to maintain the rental premises in a clean state, and caused disturbances, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$699.00 in rental arrears (p. 41(4)(a));
- requiring the Tenant to compensate the Landlord for the cost of flood remediation in the amount of \$2,399.25 (p. 43(3)(c));
- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));

- requiring the Tenant to comply with their obligation to maintain the rental premises in an ordinary state of cleanliness and must not breach that obligation again (p. 45(4)(a), p, 45(4)(b));
- terminating the tenancy agreement between the parties on July 14, 2026 (p. 41(4)(c), p. 43(3)(d), p.45(4)(e)); and
- evicting the Tenant from the rental premises on July 15, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer