

IN THE MATTER between **NRR**, Applicant, and **JS and HM**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**JS AND HM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 30, 2026

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

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

AS representing the Applicant

JS, representing the Respondents

**Date of Decision:** May 1, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against JS and HM as the Respondents/Tenants was filed by the Rental Office on March 25, 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 Respondents by email and deemed served on April 20, 2026.

The Applicant alleged the Respondents failed to pay rent, resulting in the accumulation of arrears. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for April 30, 2026, by three-way teleconference. JM and AS appeared to represent the Applicant. JS appeared and confirmed HM was unable to attend and he would be representing himself and HM as the Respondents. I reserved my decision to allow for the Applicant to provide requested documents and to review the evidence and testimony.

#### *Preliminary matters*

Additional evidence was submitted less than 24 hours prior to the hearing. The Rental Officer questioned and the Applicant's representative acknowledged the Respondents had not been provided the additional evidence. The additional evidence was discussed at the hearing. The Rental Officer ordered the Applicant to provide new copies of the additional evidence to both the Rental Officer and the Respondents.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

#### *Tenancy agreement*

Submitted into evidence was a fixed term tenancy agreement from August 1, 2022 to July 31, 2023. After which the tenancy was renewed as a month-to-month for a separate rental premises. Also submitted into evidence was a "Tenant Transfer Statement" indicating on August 15, 2023, a Tenant and the security deposit was transferred from one rental premises to another due to a sewage backup. Also submitted was an Entry and Exit inspection report for the current address. The entry inspection was only in the name of a Tenant as indicated on the "Tenant Transfer Statement".

The Rental Officer questioned and the Landlord's representative confirmed the reasoning for the transfer, but was unable to prepare a tenancy agreement at that time. The Rental Officer also questioned why the transfer and entry inspection was only in the name of one Tenant. In response the Landlord's representative stated their system only input one name. It was pointed out to the Landlord, a tenancy could have been prepared after occupancy and the other documents could have been hand annotated.

The Rental Officer also pointed to the tenancy agreement submitted into evidence did not contain a provision to transfer Tenants without ending the tenancy.

The Tenant in attendance acknowledged the other person was also a Tenant.

Subsection 9(1) of the Act states, a tenancy agreement may be oral, written or implied.

Subsection 9(4) of the Act states, a written tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

I am satisfied there is implied joint tenancy for the current rental premises commencing August 22, 2023, with the same obligations as the previously signed written tenancy agreement.

#### *Utilities*

The lease ledger charges related to non-payment of utilities. The Rental Officer initially indicated utility charges on the lease balance statement was \$5,937.11, however, a review determined the actual amount was \$6,145.93.

The Tenant stated they believed they were paying utilities as they contacted the utility provider when they moved.

The Rental Officer questioned and the Landlord's representative confirmed the previous rental premises is occupied and the occupants have their own utility account. It was recommended the Tenant contact the utility provider to determine the issue.

The updated statement indicates another utility charge was placed against the rent account and the balance owed increased to \$6,361.28.

As the Landlord did not ask for utility costs or provide documents to support the charges, no order will be given for payment of the utility charge.

### *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 Tenants failed to maintain payment requirements and accumulated arrears. To support the claim, entered into evidence was a lease ledger, email correspondence, a signed repayment agreement, arrears notices, a tenancy renewal document and a 10-day notice of termination dated March 5, 2026, with a termination date of March 15, 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" represents 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 reflect a monthly rent of \$1,560.00 and the total amount owing was \$17,625.93. The ledger indicated a utility charge and related costs of \$6,145.93. The utility charge and related costs cannot be considered rental arrears. After removing the non-rent related charges from the balance, the amount owing was \$11,480.00.

The Landlord's representative testified the Tenants breached their obligation to make rent payments since 2023. The Landlord has given the Tenants multiple opportunities to address the arrears. On March 2025, a Tenant signed a repayment agreement but breached the terms, and the current balance owing was \$16,601.00.

In response to the claim, the Tenant acknowledged the arrears. They were previously working part time, the other Tenant is also working and they are committed to paying the arrears.

Upon request, the updated ledger was provided and supported the Landlord's claim of \$16,601.00.

A review of the updated ledger indicated the utility charges and related costs were applied for a total of **\$6,361.28**. I also found the Landlord charged late payment penalties because of the utility charges. Utility charges are not considered rent and therefore; are not subject to late payment penalties. Below are my findings on late payment penalties:

- October 2023 - Late payment penalty of \$34.00. Rent was fully paid on October 27, 2023. Maximum penalty allowed is \$31.00. **Amount to be credited to rent account is \$3.00;**

- August 2024 - Late payment penalty for July 2024. July penalty charged was \$35.00. Rent for July was fully paid on July 19, 2024. Maximum penalty allowed is \$23.00. **Amount to be credited to rent account is \$12.00;**
- October 2024 - Late payment penalty of \$35.00. Rent for October was fully paid on October 20, 2024. Maximum penalty allowed is \$24.00. **Amount to be credited to the rent account is \$11.00;**
- February 2025 - Late payment penalty for January 2025. January penalty charged was \$35.00. Rent for January was fully paid on January 17, 2025. Maximum penalty allowed was \$21.00. **Amount to be credited to the rent account is \$14.00;** and
- August 2025 - Late payment penalty of \$35.00. Rent for August was fully paid on August 15, 2025. Maximum penalty allowed is \$19.00. **Amount to be credited to the rent account is \$16.00.**

\$ 16,601.28	Arrears claimed
\$ 6,361.28	(minus) Utility charges
\$ 56.00	(minus) Late payment penalty credit
\$ 10,184.00	Arrears balance

I am satisfied the Tenants have rent arrears balance owing in the amount of \$10,184.00.

*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 March 15, 2026, and the Landlord submitted the application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement. I find the Landlord's request for termination of the tenancy agreement and eviction is valid. However, based on the evidence and testimony, I find the Landlord did not manage the rent account correctly, nor did they maintain clear contact with both Tenants,

as clearly expected of them. Due to lack of accurate accounting of rent and communications with the Tenants, the **request for termination of the tenancy and eviction is denied.**

*Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord \$10,184.00 in rental arrears in monthly installments of \$800.00 until the arrears are paid in full (p. 41(4)(a), ss. 84(2)); and
- pay future rent on time (p. 41(4)(b)).

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Jerry Vanhantsaeme  
Rental Officer