

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

**JC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 13, 2026

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

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

**Date of Decision:** May 13, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office on April 1, 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 April 3, 2026.

The Applicant alleged the Respondent failed to pay the full balance of the security deposit, failed to pay rent in full, resulting in arrears. The Applicant testified on May 13, 2026, a wellness check was done and found the rental premises abandoned. An order was sought for outstanding arrears.

A hearing was scheduled for May 13, 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 was served with sufficient notice of the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision to review the evidence and testimony.

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

#### *Abandonment*

Subsection 62(1) of the Act states, where a tenant abandons a rental premises, the tenancy agreement is terminated on the date the rental premises were abandoned but the tenant remains liable, subject to section 5 of the Act, to compensate the landlord for loss of future rent that would have been payable under the tenancy agreement.

Subsection 5(2) of the Act states, if a tenant terminates a tenancy agreement, contravenes a tenancy agreement, or vacates or abandons rental premises, other than in accordance with the Act, or tenancy agreement, the landlord shall rent the rental premises again as soon as it is practicable and at a reasonable rent in order to mitigate the damages of the landlord.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties from November 1, 2025, until May 13, 2026, when it was determined the Tenant abandoned the rental premises. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Security deposit*

Section 14 of the Act provides for a landlord to receive a security deposit on a fixed term or month-to-month tenancy to receive up to one month's rent, a security deposit and 50% of one month's rent as a pet security deposit.

Entered into evidence was a tenancy agreement indicating the parties agreed to a security deposit of \$3,000.00 and a pet security deposit of \$1,500.00, for a total of \$4,500.00.

The lease balance statement entered into evidence indicated the Tenant paid \$1,500.00 towards the security deposit and \$1,000.00 towards the pet security deposit, for a total of \$2,500.00 towards the deposits, leaving a balance owing in the amount of \$2,000.00.

As the Landlord deemed the rental premises abandoned, there is no reason to issue an order for the Tenant to pay the remainder of the security deposit as they are no longer in there.

### *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 had not maintained payment requirements and accumulated arrears. To support the claim, entered into evidence was a lease ledger, arrears notices, emails, and 10-day notices of termination. The 10-day termination notices was dated March 13, 2026, with a termination date of March 23, 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 \$3,000.00 and the total amount owing was \$11,069.00. The ledger also contained \$2,000.00 for unpaid security deposits. The deposits are not considered rental arrears. After removing the security deposit balance owed from the ledger, the arrears balance was \$9,069.00, which equated over 3 months of unpaid rent.

On May 11, 2026, the Landlord submitted an updated ledger indicating no payments were made towards the rent account and the balance had increased to \$14,133.00. After removing \$2,000.00 for the unpaid security deposit, I find the Tenant's arrears balance is \$12,133.00.

I am satisfied the Tenant is responsible to the Landlord for unpaid rent in the amount of \$12,133.00.

#### Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$12,133.00 in rental arrears (p. 41(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer