

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

**SH**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** SM, appeared on behalf of the Applicant

**Date of Decision:** May 15, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against SH 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 4, 2026.

The Applicant alleged the Respondent failed to pay rent, accrued arrears, failed to maintain the utility account. An order was sought for arrears, cost of utilities, termination of the tenancy agreement and eviction.

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 sufficient notice, pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties from December 1, 2022 to November 30, 2023, after which was renewed as a month-to-month tenancy agreement. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *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 claims the Tenant failed to pay rent, resulting in arrears. To support the claim was a lease ledger, notices, email correspondent and a 10-day notice of termination dated September 10, 2025, with a termination date of September 20, 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 last time the Tenant had a zero or positive balance on the rent account was February 28, 2025, and at the time of the application the monthly rent was

\$2,410.00 and the balance on the rent account was \$8,499.19, which consisted of \$723.19 in non-rent related utility charge. After removing the charges, an arrears balance of \$7,776.00 remained outstanding, which equates to over three months of unpaid rent.

On May 11, 2026, the Landlord's representative provided an updated ledger indicating in April Tenant received a rent credit in the amount of \$350.00 for electricity and arrears balance was reduced to \$6,028.19. After removing the \$723.19 non-related utility charge, the arrears balance was reduced to \$5,305.00.

The Landlord's representative testified the Tenant was given multiple opportunities to address the arrears but remained unresolved.

A review of the lease balance statement indicated the Tenant received a staff discount of 337.50 from January 1, 2023 through May 2024. During this time, I found that, for a number of months, the Landlord did not take the discount into account when charging late payment penalties. It was also noted that late payment penalties were applied for periods after the rent had been paid in full. The following are my findings regarding overcharging of late payment penalties.

- January 2023 - the Landlord claimed late payment penalties of \$30.00. When the discount was applied, the rent was paid within 20 days. The Landlord was only authorized to charge \$24.00 in late payment penalties. **The Tenant is entitled to a \$7.00 rent credit;**
- February 2023 - the Landlord claimed the late payment penalties of \$30.00. When the discount was applied, the rent was paid within 20 days. The Landlord was only authorized to charge \$24.00 in late payment penalties. **The Tenant is entitled to a \$7.00 rent credit;**
- March 2023 - the Landlord claimed the late payment penalties of \$31.00. When the discount was applied, the rent was paid within 10 days. The Landlord was only authorized to charge \$13.00 in late payment penalties. **The Tenant is entitled to a \$18.00 rent credit;**
- May 2023 - the Landlord claimed the late payment penalties of \$31.00. When the discount was applied, the rent was paid within 5 days. The Landlord was only authorized to charge \$9.00 in late payment penalties. **The Tenant is entitled to a \$22.00 rent credit;**
- June 2023 - the Landlord claimed the late payment penalties of \$31.00. When the discount was applied, the rent was paid within 14 days. The Landlord was only authorized to charge \$17.00 in late payment penalties. **The Tenant is entitled to a \$14.00 rent credit;**
- July 2023 - the Landlord claimed the late payment penalties of \$31.00. When the discount was applied, the rent was paid within 7 days. The Landlord was only authorized to charge

\$10.00 in late payment penalties. **The Tenant is entitled to a \$21.00 rent credit;**

- October 2023 - the Landlord claimed the late payment penalties of \$31.00. When the discount was applied, 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 \$25.00 rent credit;**
- November 2023 - the Landlord claimed the late payment penalties of \$31.00. When the discount was applied, the rent was paid within the first 15 days. The Landlord was only authorized to charge \$18.00 in late payment penalties. **The Tenant is entitled to a \$13.00 rent credit;**
- January 2024 - the Landlord claimed late payment penalties of \$31.00. When the discount was applied, the rent was paid within the first 11 days. The Landlord was only authorized to charge \$14.00 in late payment penalties. **The Tenant is entitled to a \$17.00 rent credit;**
- March 2024 - the Landlord claimed late payment penalties of \$26.00. When the discount was applied, the rent was paid within the first 8 days. The Landlord was only authorized to charge \$18.00 in late payment penalties. **The Tenant is entitled to a \$15.00 rent credit;**
- November 2024 - the Landlord claimed late payment penalties of \$29.00, and the rent was paid within the first 7 days. The Landlord was only authorized to charge \$10.00 in late payment penalties. **The Tenant is entitled to a \$19.00 rent credit;**
- December 2024 - the Landlord claimed late payment penalties of \$30.00, and the rent was paid within the first 20 days. The Landlord was only authorized to charge \$23.00 in late payment penalties. **The Tenant is entitled to a \$7.00 rent credit;**
- January 2026 - the Landlord claimed late payment penalties of \$35.00, and the rent was paid within 30 days. The Landlord was only authorized to charge \$32.00 in late payment penalties. **The Tenant is entitled to a \$3.00 rent credit;** and
- April 2026 - the Landlord applied a \$350.00 rent credit to the account. The Landlord claimed late payment penalties of \$34.00. The rent was paid within the first 24 days. The Landlord was only authorized to charge \$27.00 in late payment penalties. **The Tenant is entitled to a \$7.00 rent credit.**

I find the Tenant is entitled to a \$195.00 rent credit for overcharge of late payment penalties.

After applying the \$195.00 rent credit to the \$5,305.00 balance owed, I find the Tenant has outstanding rental arrears in the amount of \$5,110.00.

*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.

A term of the tenancy agreement indicates the Tenant is responsible for heat, water and electricity costs during the tenancy.

The Landlord claims that, pursuant to a provision in the tenancy agreement, the Tenant is responsible for heat, water and electricity costs during the tenancy. To support the claim, the Landlord submitted tenancy agreement and the lease ledger indicating a water charge for \$624.78, Landlord administration fee of \$93.72 and a GST of \$4.69 for a total amount of \$723.19.

The Rental Officer questioned and the Landlord's representative confirmed the Landlord paid the utility charge. Upon request, the Landlord's representative provided proof of payment for the utility charge to the utility provider.

I am satisfied the Tenant is responsible to pay to the Landlord the costs of the utility charge, administration fee and GST for a total amount of \$723.19.

*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 ended on September 20, 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 significant arrears and breach of the obligation to pay utilities, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid. However, I also find based on the miscalculation of late payment penalties, the Tenant was not provided an accurate accounting of the rent account, in which the Landlord is responsible to maintain and the Tenant is entitled to know. Because of this, I find a conditional termination and eviction order to be suitable.

## Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$5,110.00 in rental arrears (p. 41(4)(a));
- requiring the Tenant to pay rent on time in the future (p. 41(4)(b));
- requiring the Tenant to pay to the Landlord the costs of utilities in the amount of \$723.19 (p. 45(4)(d));
- terminating the tenancy agreement between the parties on June 30, 2026, unless the rental and utility arrears are paid in full and the rent for June 2026 is paid in full (p. 41(4)(c), p. 45(4)(e), ss. 83(2)) ; and
- should the tenancy be terminated on June 30, 2026, evict the Tenant from the rental premises on July 1, 2026 (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer