

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

SG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 27, 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 SG as the Respondent/Tenant was filed by the Rental Office on April 22, 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 25, 2026.

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

A hearing was scheduled for May 27, 2026, by three-way teleconference. SM appeared to represent the Applicant. The Respondent failed to appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice, 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.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from April 1, 2022 to March 31, 2023, which was renewed as a month-to-month tenancy agreement. The tenancy agreement was signed by the Tenant. 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 claimed the Tenant failed to pay rent, resulting in arrears. To support the claim was a lease ledger, notices, email correspondent and three 10-day notices of termination. The 10-day notices were dated June 20, 2024, with a termination date of June 30, 2024; February 14, 2025, with a termination date of February 24, 2025, and 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 ledger indicated the last time the Tenant had a zero or positive balance on the rent account was July 12, 2022, at the time of the application the monthly rent was \$1,960.00 and the balance owed on the rent account was \$5,529.72, which equated to over 2.75 months of unpaid rent.

On May 19, 2026, the Landlord provided an updated ledger showing payments and the arrears reduced to \$4,323.72.

The Landlord's representative testified the Tenant began to accumulate arrears shortly after the tenancy started. The Landlord's representative the Tenant was aware of the hearing as they had contacted the Landlord expressing interest in an arrears repayment plan. The Landlord prepared and sent the repayment plan to the Tenant, but they had not signed, nor responded. The Landlord's representative also stated during a conversation, the Tenant advised that payments would be made when they will able to do so. The Landlord's representative testified no payments towards the rent account were received since May 21, 2026. The Landlord's representative acknowledged accounting discrepancies in relation to charging late payment penalties and working to correct the issue.

The Rental Officer pointed to the application of late payment penalties, and noted the Landlord needs to address inaccurate accounting of penalties. The Landlord's representative again acknowledged the issue.

A review of the lease balance statement indicated the Landlord charged late payments penalties for multiple months, for days after the rent was paid. The following are my findings on over charging of late payment penalties

- September 2022 - The Landlord claimed late payment penalty of \$5.00. Rent was paid on the day due. The Landlord was not authorized to charge a late penalty. **The Tenant is entitled to a \$5.00 rent credit;**
- October 2023 - The Landlord claimed late payment penalties of \$31.00. Rent was paid within 16 days. The Landlord was only authorized to charge \$19.00 in late payment penalties. **The Tenant is entitled to a \$12.00 rent credit;**
- November 2025 - The Landlord claimed late payment penalties of \$26.00. Rent was paid within 20 days. The Landlord was only authorized to charge \$23.00 in late payment penalties. **The Tenant is entitled to a \$3.00 rent credit;**
- January 2026 - The Landlord claimed late payment penalties of \$35.00. Rent was paid within 21 days. The Landlord was only authorized to charge \$24.00 in late payment penalties. **The Tenant is entitled to a \$11.00 rent credit;** and

- March 2026 - The Landlord claimed late payment penalties of \$35.00. Rent was paid within 12 days. The Landlord was only authorized to charge \$15.00 in late payment penalties. **The Tenant is entitled to a \$20.00 rent credit.**

I find the Tenant is entitled to a \$51.00 rent credit for overcharge of late payment penalties.

After applying the \$51.00 rent credit to the \$4,323.72 balance owed, I find the Tenant has outstanding rental arrears in the amount of \$4,272.72.

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 last 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 Tenant failed to pay rent as required and accrued significant arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid.

However, I find the Landlord failed to ensure the Tenant was provided an accurate accounting of their rent account by applying unauthorized late payment penalties. Because of this, I find a conditional termination and eviction order to be more appropriate.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$4,272.72 in rental arrears (p. 41(4)(a));
- requiring the Tenant to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement between the parties on June 30, 2026, unless the rental arrears and the monthly rent for June are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on July 1, 2026, should the tenancy agreement between the parties be terminated on June 30, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer