

IN THE MATTER between **LC and CN**, Applicant, and **RLD**, 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:

**LC and CN**

Applicant/Tenants

-and-

**RLD**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** June 25, 2024

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

**Appearances at Hearing:** LC, representing the Applicants

CN, representing the Applicants

CF from the Integrated Service Delivery Office of the Government of the Northwest Territories, advocate for the Applicants

AR, Representing the Respondent

LS, Representing the Respondent

**Date of Decision:** June 27, 2024

## **REASONS FOR DECISION**

An application to a rental officer made by LC and CN as the Applicants/Tenants against RLD as the Respondent/Landlord was filed by the Rental Office April 26, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in city of Yellowknife, Northwest Territories. The filed application was served on the Respondent by email on May 13, 2024, and deemed served on May 16, 2024.

The Applicants/Tenants claim they have been tenants at the rental complex since October 2022 and the rental complex was sold during the Applicants/Tenants tenancy. The new owners failed to provide them with a new tenancy agreement, and breached their obligation to maintain the rental premises/complex in a state of good repair. An order was sought for the Respondent to comply with all health, safety, and maintenance standards.

A hearing was scheduled for June 25, 2024. The Applicants, LC and CN, appeared at the hearing, and CF appeared as an advocate for the Applicants/Tenants. AR and LS appeared representing the Respondent/Landlord.

From this point forward within the reasons for decision the Applicants/Tenants will be known as the Tenants and the Respondent/Landlord will be known as the Landlord.

### *Tenancy Agreement*

The Tenants entered into evidence a documented history of their tenancy, which stated on October 20, 2022, they entered into a tenancy agreement with YKD and was witnessed by an “Integrated Service Delivery” staff member. During their tenancy with YKD, they were never provided a copy of the tenancy agreement after multiple requests.

The *Act* states a tenancy agreement may be oral, written, or implied. Until such time as the signed tenancy agreement can be provided, the tenancy can be deemed to be an implied tenancy in accordance with the *Act*.

The Advocate testified on April 3, 2024, the Landlord sent an email with a tenancy agreement but it contained various errors, has not been fixed, or signed by the tenants. The Landlord’s representative acknowledges this issue and will work on getting a new lease as soon as possible.

The Rental Officer also noted the Advocate indicated that Income Assistance is currently using a rental report to assist the Tenants with their rent, but a formal tenancy agreement is still needed by Income Assistance.

Under subsection 19(1) of the *Act*, when there is a change of landlord, all rights and obligations arise under the *Act*, and any additional rights and obligations under a written tenancy agreement, bind the new landlord. However, subsection 20(b) states, where there is a change of landlord, the former landlord is liable to a tenant for any breach of the Landlord's obligations under the *Act* or the tenancy agreement, where the breach relates to the period before the change of Landlord.

This being said, the Landlord would need to have a copy of the previous tenancy agreement with YKD, as the rights of the Tenants and the Landlord's responsibilities would cross over from YKD to RLD until a new tenancy agreement is completed. The Landlord could go into storage and assist their tenants, by providing them with the signed copy of their tenancy agreement with YKD.

### *Damages*

The Tenants entered into evidence a number of photos regarding the state of the rental complex and their rental premises. The Tenants identified inconsistent heating in their rental premises, the radiant heating is leaking, and caused damages to their bed, water is coming through the walls (raising a concern of mold), the window is leaking, and their rental premises does not have a doorknob. Photo evidence supports the Tenants claim in regards to heating, the condition of the top of a window with a 1 inch gap between the window and top sill, and the lack of a door knob on the access door of the Tenants rental premises. Photo evidence provided also shows exposed electrical wires along the radiant heating.

The Tenants also testified the mail box in the rental complex has been damages and they have been unable to get their mail, specifically their power bill.

The Landlord's representative acknowledged they are new to the role as their predecessor was no longer with the organization. The Representative testified they would meet with the Tenants when they come to pay rent, previously, and would receive complaints and pass them on to the Manager. This was challenged by the Advocate, on the aspect the Tenants rent is paid by Income Assistance who pays the Landlord directly.

The Landlord's representative testified that when they were advised of the door knob issue, the Tenants claim the maintenance people had already taken the doorknob for repair. Photo evidence shows the doorknob is not addressed. With regards to the window leaking, the moisture is caused by an open window in the winter.

However, the Landlord acknowledges that since February 12, 2024, the condition of the rental complex has become an issue. They have new cleaners and maintenance staff and are working to improve care of the building.

### *Vital Services*

The Tenants provided a statement and testified that in December 2023, they did not have heat in the unit nor hot water for a period of time and had informed the Landlord. When the Tenants investigated, it was found the fuel tanks were empty. This issue could have occurred during the transition between Landlords.

Subsection 33(1) of the Act defines vital services to include heat, fuel, electricity, gas, hot and cold water and any other public utility. Paragraph 33(2)(a) state: No landlord shall, until the date the tenant vacates or abandons the rental premises:

- (a) withhold or cease to be withheld the reasonable supply of a vital service that the landlord is obligated to supply under the tenancy agreement; or

The Landlord's representative acknowledged he was not aware and will work to address the issue in the future.

### *Security Issue*

The Tenants pointed out they have not had a door knob for 5 months. The Landlord's representative acknowledged this is a security risk to the Tenants and it should have been brought forward to them by the Tenants. However, the Landlord's representative also acknowledged this issue may have also been one known by the previous manager and not passed onto them before leaving the Landlord's employment.

The Tenants entered into evidence a statement testifying there are issues within the rental complex as a whole, such as doors not locking. There are a number of unauthorized people coming and going from the building, fighting, illegal drug activities taking place within the building, and the doors are not secure. The Tenants also testified dogs are free roaming the building and they no longer see security in the building. The Landlord testified when questioning outsiders in the building, they are told they are visiting certain residents and cannot stop them. When questioned on access to the building, the Rental Officer asked if the building is always open or key access only. The Landlord acknowledged each tenant has a key to the building and since purchasing the building they have changed locks multiple times but duplicated keys may be out there. The Rental Officer further asked the Landlord if they are looking into putting a locking system that does not allow for key duplication. The Landlord advised they were in process to put in a FOB type system but have not yet done so.

### *Cleanliness issues*

The Tenants testified the rental complex has an infestation issue, specifically to cockroaches, coming through the wall into their rental premises, and dogs in the building are urinating in the rental complex.

The Landlord's representative testified notices were issued by the previous manager regarding an infestation around July/August 2023. The Landlord's representative acknowledges this could be a new infestation and would have their insect control team to look into this.

The Tenants also provide photo evidence on the state of uncleanliness of the common areas of the rental complex. The Tenants also testified there is a cleaner in the building but does not do any work and has had to tell them to do what there were hired to do. In response to the Tenant's claim regarding the cleanliness of the rental complex, they have staff at the building during the day but cannot control what happens when nobody is there.

### *Laundry Services*

The Tenants testified laundry facilities on their floor are not working. Upon confirmation, the Landlord's representative confirmed there are four washers and two dryers. Of these, two washers and dryers are functioning; appointments for a repair service have been requested.

### *Other Concerns*

Submitted into evidence were other concerns brought forward and discussed during the hearing regarding contact information for the Landlord, a notice board and the possibility of an updated tenant directory the building. This was discussed and Landlord will look further into this matter.

### *Rental Officer findings*

In review of the Landlord's tenancy agreement, it was noted other than grammatical errors, it has some confusion in the wording and is not completely inline with the tenancy or the Act. The Landlord should review their tenancy agreement to ensure it meets subsection 10(1) of the Act and may need to be reviewed by Legal Counsel who are experienced with the NWT *Residential Tenancies Act*.

During the hearing, the Landlord testified they are having an issue with another tenant and working to address that issue itself. The Landlord's representative also testified they are trying to get the building back to the previous state. I am satisfied the Landlord is working towards improving the state of their building.

However, in view of the evidence provided and the testimony of both parties, the Landlord must ensure they adhere to their obligations for repair and maintenance of the rental premises and the provision of vital services to the Tenants.

### *Orders*

An order will be issued:

1. requiring the Landlord to make all necessary repairs to the electrical, heating, windows, moisture issue, and door of the Tenants rental premises by October 1, 2024 (p. 30(4)(a), ss. 83(2));
2. requiring the Landlord to comply with their obligation to provide and maintain the rental complex in a good state of repair, fit for habitation, and in compliance with all health, safety, maintenance, and occupancy standards required by law, and must not breach that obligation again (p. 30(4)(a), p. 30(4)(b), ss. 83(2));
3. requiring the Tenants to pay future rent, after October 1, 2024, to the Rental Officer to be held in trust until such time as the repairs are completed (ss. 32(1), ss. 83(2)).

To clarify with to how parts 1 and 3 affect the current tenancy and future rent. The Landlord is required to make all repairs as outlined in part 1. If the repairs are not completed, the Tenants are to pay their rent to the Rental Officer to be held in trust until such time as proof of repairs are done. Payments to the Rental Officer are considered to be rent paid and not accumulated as arrears. Any notice of rent increase for the tenancy will need to be provided to the Rental Officer to ensure proper calculations are completed for rent charges.

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Jerry Vanhantsaeme  
Rental Officer