

IN THE MATTER between **ND**, Applicant, and **MBH**, 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:

ND

Applicant/Landlord

-and-

MBH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2025 / May 22, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: ND, representing the Applicant

MA, witness for the Applicant

AG, witness for the Applicant

GO, witness for the Applicant

MBH, representing the Respondent

SY, witness for the Respondent

HE - CanTalk Translator

Date of Decision: May 26, 2025

REASONS FOR DECISION

An application to a rental officer made by ND as the Applicant/Landlord against MBH as the Respondent/Tenant was filed by the Rental Office March 20, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on April 27, 2025.

The Applicant alleged there are personal differences between the parties. An order was sought for termination of the tenancy agreement.

A hearing was started on May 14, 2025, by three-way teleconference. ND appeared representing the Applicant. MA, AG, and GO appeared as witnesses for the Applicant. MBH appeared representing the Respondent. SY appeared as witness for the Respondent. The hearing was adjourned due to time. The Rental Officer requested evidence spoke to during the testimony.

The hearing was reconvened May 22, 2025, by three-way teleconference. ND appeared representing the Applicant. MA, AG, and GO appeared as witnesses for the Applicant. MBH appeared representing the Respondent. SY, witness for the Respondent did not appear. The initial hearing proceeded in English. Prior to the hearing reconvening, the Respondent requested interpretation. The Rental Officer arranged for French Translation through CanTalk to participate as the French interpreter. During the hearing, the Respondent advised they would speak in English and if they require Translation, they would ask for translation.

Preliminary matters

A Rental Officer encourages landlords and tenants to attempt to resolve disputes themselves. A Rental Officer can also receive complaints and issue orders regarding activities that directly impact the rental premises or the tenancy agreement. A Rental Officer may also mediate between the parties and express the terms of mediation in an order.

The Rental Officer does not rule on activities occurring outside a rental premises or residential complex.

During the hearing, the parties expressed interest to end the tenancy. The Rental Officer inquired if the parties would look to resolve the dispute through mediation to determine an agreeable date to end the tenancy. The Respondent agreed with and proposed termination time line. The Applicant was unsure due to the comfort level in the home and did not trust the living situation to be cordial. Mediation was not carried out.

Tenancy agreement

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

Evidence and testimony indicated an oral tenancy between the parties started December 1, 2024. A tenancy agreement was signed by both parties on February 28, 2025 and backdated to the start of the tenancy. Both parties agreed the tenancy was a month-to-month tenancy.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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

Rental premises

The rental premises is a room in a house. The landlord and tenant share a kitchen facility. The rent for the premises is \$1,400.00 per month, due the 1st of each month.

Personal differences

Landlord Claim

The Landlord testified they had improperly requested the Tenant to vacate the rental premises. At the time of the request, tensions were high between the parties. The Landlord would have preferred to work out ending the tenancy agreement together rather than through a Rental Officer. The Landlord testified, the Tenant would scream insults through a closed door at them, causing them to feel upset and threatened. The Landlord stated, after serving the application, the tensions have increased, resulting in them avoiding being in the shared space.

The Landlord stated they had given the Tenant 6-weeks to vacate the rental premises, prior to that, life in the rental premise was not cordial. The Landlord also stated there was a conflict between the Tenant and a Landlord's friend at the rental premises. The Landlord attempted to address the issued between the Tenant and the friend. The Landlord stated that when they informed the Tenant, the friend would not be allowed in the rental premises while she was in the community, the Tenant broke down. Prior to the issues, the parties rarely crossed paths as they have difference doorways.

The Landlord spoke to an issue noted in a letter provided by the Tenant showing a chain of events occurring at the rental premises, specifically January 27, 2025. The Landlord stated they tried to address the issues between themselves and the Tenant prior to requesting the Tenant to vacate as the living situation continued to devolve.

The Landlord also spoke to an incident when they were preparing to leave for family reasons a light was turned on, the Tenant complained they were being disturbed. The Landlord stated the Tenant feels they are cordial and able to live together. The Landlord also spoke issues they had with a guest visit.

The Landlord spoke to when returning from travel, the Tenant would be in the kitchen and would block the Landlord from obtaining access to areas.

The Landlord noted after serving the Tenant with the application, after returning home, the Tenant stood in the kitchen glaring. The Landlord expressed concerns for personal safety at the time. The Landlord also noted there were stressors between them in the kitchen which included intimidations.

The Landlord called three witnesses. Two spoke about interactions between the parties. One witness stated they were on the phone with the Landlord just after they requested the Tenant to vacate. The witness testified the Tenant screamed at the Landlord through the door. The witness expressed concern for the Landlords' personal safety and urged the Landlord to contact the police. The witness stated the insults and intensity were emotional and carried on for approximately 20 minutes.

The second witness testified they were in attendance when the Tenant was served with the application. The witness testified they observed tension between the parties in the living space. The witness stated, after service occurred, they and the Landlord moved into the Landlord's bedroom. After a time, the Tenant stopped singing, then started to use vulgar language about the Landlord.

The Landlord stated the Tenant's comments about not being friends as a reason to terminate the tenancy. The Landlord talked towards common courtesies. The Landlord pointed to the Tenant's statements about behaviour and expressed not being friends is not the reason to make the application. The Landlord acknowledged the Tenant is good in regards to payment of rent and cleanliness. Treatment of the Landlord by the Tenant is the reason for the application. The Landlord did agree to the Tenant's comment on a power imbalance and has been aware of it. The Landlord stated when asking about something, the Tenant would make comments. During the hearing, the Tenant commented about discrimination. The Landlord felt the Tenant did not provide evidence to support the claim. The Landlord again stated when the friend caused problems, they addressed the issue.

Tenant's Claim

In response to the Landlord's claim, the Tenant stated concerns regarding witnesses and testimony as they were friends of the Landlord. The Rental Officer explained testimony.

In response to what the Landlord stated, the Tenant could not provide context to what was said. The Tenant pointed to them moving into the Landlord's home. The Tenant talked about being introduced to the Landlord's friend and how the friend made numerous offensive comments regarding the Tenant's cultural heritage. On Christmas day, the friend continued to make offensive comments to the Tenant. The friend later invited the Tenant to their home to discuss the issue and became inappropriate. The Rental Officer advised the Tenant this is not in the rental premises and does not need to spoke too. The Tenant acknowledged this.

The Tenant stated they expressed their concerns to the Landlord regarding the friend being inappropriate. The Tenant stated the Landlord validated the Tenant concerns but also defended the friend.

The Tenant stated they addressed the friend issue by distancing and avoiding interaction with the Landlord. The Tenant claims the yelling was caused by emotional reaction to incidents and what led up to it. The Tenant claimed they were shocked how the Landlord addressed the friend issue. They claimed the Landlord was kicking them out to make it easier for the Tenant to have a better place to live. The Tenant acknowledged they had an emotional reaction.

The Tenant claimed the Landlord enabled and proceeded to protect the friend who was making inappropriate comments regarding ethnic history. The Tenant stated they do not feel at home and wish they had the opportunity to leave but do not have a connection to the community.

The Tenant stated they would vacate the rental premises with appropriate notice under the Act. The Tenant stated the Landlord made them sign a tenancy agreement to control the tenancy. The Tenant stated they were confused and frustrated on how they had been portrayed along with racial bias. The Tenant stated all their written communications were clear and concise. The Tenant requested 90-days to vacate. The Tenant called a witness, the witness testified the Tenant is actively searching to find a new place to reside. The witness also stated they did receive call regarding Tenant's comfort in the home. The Tenant pointed to a support letter from their therapist.

The Tenant again stated when asked to leave, they began to search for alternate accommodations but have not gotten much for responses, but it is their intention to vacate.

The Tenant again spoke to discrimination, being younger than the Landlord and not having a connection to the community. The Tenant stated evidence submitted in the Landlord's application was in reaction from the beginning of the conflict. The evidence also shows the Tenant is able to articulate clearly.

Evidence

Both parties submitted written evidence in the form of statements, emails, and text messages. The Tenant also provided two support letters and upon request, the Landlord provided two audio recordings spoken to in their testimony. The audio was requested prior to the hearing reconvening.

The Tenant had concerns about the submission of the audio evidence and personal privacy. The Rental Officer pointed as it was part of the oral testimony, it was requested to fully understand the Landlord's statement. The Rental Officer advised should the Tenant have concerns, they should seek legal advice. The Tenant acknowledged this. The Tenant stated they are not happy on the presentation of the audio evidence. The Tenant expressed their feelings of discrimination and felt this way for a period of time, but hesitant to do so. The Tenant stated when they informed the Landlord they did not want to be their friend, they saw an issue starting. The comments in the recording show the Tenant is tired of being treated inappropriately by the Landlord. The Tenant stated there is a power imbalance between them and the Landlord, in the Landlord's favour.

Rental Officer Questions

The Rental Officer pointed to the written statement from April 28, 2025. A note on the statement from December 1 - 25, 2024, pointing to the Landlord's guest was making them uncomfortable at the rental premises. The Tenant acknowledged this. The Rental Officer also questioned if they had talked to the Landlord regarding the issue prior to the end of the month. The Tenant stated they did talk numerous times. The information in the statement was what they remembered and was significant. There was also a comment about a New Years Eve party occurred, the Tenant not attending due to comfort. The Landlord stated they remember speaking after Christmas, there may have been some passing comments but interactions with the friend were friendly and did accept invitations to be with the friend outside the home. They did not have reason to believe any passing comments were to be overly concerned about. The Tenant disputed the Landlord's statement regarding the friend and the issue has been ongoing with the friend being gender and racially inappropriate. The Tenant stated the Landlord's friends' inappropriateness was a reason for ending their relationship. The Tenant stated they informed the Landlord they were uncomfortable with the Landlord's friend.

Closing Arguments

Landlord

The Landlord stated the Tenant's accusations of the Landlord weaponizing the trauma history is untrue. The Landlord reflected on the Tenant's issues before taking measures regarding the tenancy. The Tenant has been inappropriate in ways where the Landlord has felt threatened could have sought a protection order. The evidence provided showed how the Tenant acted before the hearing, and raised concerns regarding future issues. The Landlord is not happy at the way the tenancy has progressed. The Landlord pointed out there are opportunities for housing and how they had offered ways for them to coexist in the rental premises. The Tenant claim of discrimination is unfounded, as there is no evidence.

Tenant

The Tenant stated they were disappointed on how the living situation devolved when they advised the Landlord they were uncomfortable on how the friend situation was managed and relayed. The Tenant wants to keep distances between themselves and the Landlord. The Tenant feels they would not be in this position if boundaries had been respected and can still be Landlord/Tenant relationship without friendship. The Landlord's evidence claiming hostility was inaccurate and the evidence submitted provided shows they can be cordial. The Landlord's evidence lacks honesty and does not talk about how the Landlord addressed the friend situation. The Landlord's actions make them feel victimized and discriminated against. They are dealing with this by keeping their distance. The Tenant stated they have been wanting to vacate the rental premises because of the treatment. They would leave if possible but do not want to stay in a home with similar situations. The Tenant requested 90-days, as the Landlord did not end the tenancy appropriately.

Determinations and termination of the tenancy agreement

Paragraph 57(c) states when on the application of a Landlord, a Rental Officer determines a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them, the Rental Officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Based on the evidence and testimony, the tenancy started cordially but started to degrade due to the way the Landlord addressed concerns brought forward by the Tenant.

I also find the Tenant's correspondence, while starting cordial at the start of the tenancy became stressed, offensive, and at times aggressive. As a result, I find the continuation of the tenancy to be unfair to both parties.

While the Landlord orally mentioned eviction, no formal request for eviction was made with the application.

Orders

An order will be issued:

- requiring the Landlord not to disturb the Tenant's quiet enjoyment of the rental premises and residential complex and not breach that obligation again (p. 34(2)(a), p. 34(2)(b));
- requiring the Tenant not to disturb the Landlord's quiet enjoyment of the rental premises and residential complex and not breach that obligation again (p. 43(3)(a), p. 43(3)(b)); and
- terminating the tenancy agreement between the parties effective June 30, 2025 (p. 57(c)).

Jerry Vanhantsaeme
Rental Officer