

IN THE MATTER between **AW**, Applicant, and **KZ**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

AW

Applicant/Landlord

-and-

KZ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 9, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AW, representing the Applicant

KZ, representing the Respondent

Date of Decision: July 14, 2025

REASONS FOR DECISION

An application to a rental officer made by AW as the Applicant/Landlord against KZ as the Respondent/Tenant was filed by the Rental Office May 30, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email and deemed served on June 8, 2025.

The Applicant applied to terminate the tenancy under subsection 57(c), and sections 58, and 59 of the Act, explaining there were personal differences between the parties and the Applicant wished to return the rental premises back to short term rental. An order was sought for termination of the tenancy and eviction.

A hearing was scheduled for July 9, 2025, by three-way teleconference. AW appeared representing the Applicant. KW appeared representing the Respondent. I reserved my decision for the Applicant to provide supporting documentation for change of use and to review the evidence and testimony.

Preliminary matters

The rental premises can be described as a four bedroom home with a one bedroom rental unit in the lower level with a separate entrance. The shared living space is comprised of two bedrooms, a bedroom used as storage and a den space.

The rental premises was originally rented to other tenants prior to the Respondent moving in. The other tenants sublet the rental premises to the Respondent from September 2024 to January 2025, after which the Respondent was in a month-to-month tenancy.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement in place from March 15, 2025, to August 31, 2025. The tenancy agreement signed by parties contained provisions not in accordance with the Act. The Applicant acknowledged the tenancy agreement used was not fully in accordance with the Act.

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

Personal differences

Landlord Claim

The Landlord testified there was ongoing arguments, tension and hostility affecting daily life. There was a clear breakdown in communications and trust due to differences in lifestyle of cleanliness, creating conflict, specifically to the shared kitchen, resulting in stress in the rental premises. The Landlord stated the conflict and tension has resulted in the parties mostly corresponding by email, text messaging or other written forms. The Landlord stated they try to avoid direct communications, adding to the strain and discomfort in the rental premises. As a result, the Landlord no longer felt comfortable or emotionally safe and spend the majority of time in their bedroom. The Landlord stated they have had limited visitors due them feeling uncomfortable using the shared spaces when the Tenant is present.

The Landlord testified there are differences between the parties in regards to cleanliness, particularly within the kitchen. Items are frequently left unclean, and the space is not maintained to a standard they deem acceptable. However, the Tenant has attempted to address this. The Landlord also stated there were damages to the rental premises. The Landlord stated the living situation has impacted their health. The Landlord stated continued co-habitation would be unfair.

To support the Landlord's claim was kitchen photos and text message correspondence between the parties.

Tenants Response

The Tenant stated they have been a friendly and respectful co-tenant and tenant with the Landlord. The Tenant spoke to housing crisis within the community and inquiring about an option to continue renting on a month-to-month basis past August 31, 2025. The Tenant expressed concern for the Landlord wanting to remove long-term tenants in favour of short term rentals, when there are other rooms available within the rental premises. The Tenant also spoke to their employment within the community. The Tenant stated the parties agreed to a tenancy until August 31, 2025. When the Landlord returned, they were asked them to enter into a trial tenancy. After signing the tenancy agreement, the Landlord had a change of tone and clarity. The Tenant also stated they informed the Landlord of their housing situation and lack of available housing, the Landlord was not happy and eventually informed the Tenant they would not be able to remain as tenant because the rental premises would be converted into a short term rental (Airbnb). The Tenant stated they have been co-operative, friendly, and willing to continue share the living space with others.

The Tenant also spoke to a rent increase, and looking for alternative housing, noting accommodation issues in the community; citing safety concerns and their needs to consider for personal care and safety.

The Tenant also spoke to the relationship with the Landlord, stating they did not find it to be tense. In regards to cleanliness, they addressed the issue within the agreed upon time line. The Tenant also stated when the Landlord returned, there were other co-tenants and there were also other people visiting the rental premises. The Tenant expressed concern for their housing and employment situation.

Evidence

Entered into evidence were photos of the kitchen area. The Rental Officer questioned and the Landlord advised some photos were taken when they returned to the rental premises and up to the application date. The Landlord stated there are also other photos, but not provided. The Landlord also spoke to the text messages. It was noted the majority of the messages were before the current tenancy agreement. The Rental Officer questioned and the Tenant spoke to how the insects accumulating at the rental premises, and when discovered addressed the issue immediately. The Landlord spoke to the accumulation of cleanliness of the range hood. The Tenant did not dispute the claim. However, stated there were earlier tenants, and felt they were being unfairly ben held responsible for issues caused by others.

Change of use

The Landlord stated prior to the current tenancy they used the rental premises as a short term rental since 2022. They only entered into a residential tenancy agreement because they were to be away for an extended time, with a plan to return the space back to short term rental. The Landlord testified they have future bookings. The Landlord also stated they had advised the Tenant of their plan to return the rental space back to short term rental.

In response, the Tenant acknowledged they were aware of the Landlord's intention to return the rental space back to short term rental. The Tenant stated as there were no issues of other short term tenants, and as they having difficulties in obtaining other living accommodations, would not have issues with sharing the space with short term renters.

The Rental Officer questioned and the Landlord confirmed the rental space used for short term rental is occupied by the Tenant. The remaining spaces have separate functions. Upon request, the Landlord provided proof of a scheduled Airbnb booking and queries for booking the space.

Closing arguments

Landlord

The Landlord stated they are not comfortable in the living space as it is currently and has caused them personal issues. The Landlord stated they was advised the Tenant of this and did not feel a compromise would be possible.

Tenant

The Tenant express concern for the Landlord, and never had the intention to put the Landlord in this position. The Tenant spoke to their personal issues. They understood the Landlord has personal preferences and has tried to respect them. The Tenant questioned if it fair based on a housing crisis too changed the use of the rental premises back to short term rental. The Tenant stated if they were unable to obtain other housing, they may be required to leave the area.

Determinations and termination of the tenancy agreement and eviction

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.

Subparagraph 59(1)(a)(ii) states a landlord may apply to a rental officer to terminate a tenancy if the landlord requires possession of the rental premises for the purpose of changing the use of the rental space.

Based on evidence and testimony, while the Tenant does not feel there are personal differences between the parties, the Landlord, the Landlord is not of the some opinion. Also based on testimony of both parties, there was an expectation of the rental premises being returned to short term rental. I am satisfied the application was made in good faith, I am satisfied termination of the tenancy agreement and eviction are justified. Termination of the tenancy agreement will be in accordance with subparagraph 59(1.1)(a)(ii).

Orders

An order will be issued:

- terminating the tenancy agreement between the parties on August 31, 2025 (p. 57(c), sp. 59(1.1)(a)(ii)); and

- evicting the Tenant from the rental premises on September 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer