

IN THE MATTER between **NRR**, Applicant, and **SG and MM**, Respondents;

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 AND MM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 5, 2025

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

**Appearances at Hearing:** SM, representing the Applicant

**Date of Decision:** August 6, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against SG and MM as the Respondents/Tenants was filed by the Rental Office July 8, 2025. 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 Respondents by registered mail on July 15, 2025.

The Applicant alleged the Respondents failed to pay rent, accumulated arrears, and overcrowded the rental premises. An order was sought for payment of arrears, comply with their obligations not to overcrowd, termination of the tenancy agreement and eviction.

A hearing was scheduled for August 2, 2025, by three-way teleconference. SM appeared to represent the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents absence, pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documents, and to review the evidence and testimony.

#### *Tenancy agreement*

The Applicant testified the Respondents took possession of the rental premises on November 1, 2023, through an assignment of lease and an implied tenancy upon the departure of the former joint tenants. When questioned, the Applicant confirmed there was no signed assignment documentation.

Subsection 23(3) of the Act requires an assignment agreement to be in an approved form. Subsection 23(4) of the Act requires an assignment to be signed by the tenant and new tenant or their agents.

As the Applicant's representative confirmed there was no assignment documentation as required under the Act, there is no assignment of the tenancy agreement in effect. I do however find the parties entered into an implied joint tenancy in accordance with subsection 9(1) of the Act.

The Applicant testified one of the Respondents gave notice there were vacating the rental premises.

The Act does not allow a joint tenancy to be terminated by one tenant. A joint tenancy requires the tenancy agreement to be terminated through an agreement between all tenants and the landlord, unless specified within the Act, such as subsection 54.1(1) which relates to family violence, and there is a court order in place. A tenant may however assign their tenancy to another person when all parties agree in writing.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

#### *Rental arrears*

Subsection 41(1) states, a tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent in full, and on time, resulting in the accumulation of arrears. To support the claim, entered into evidence was a lease ledger, tenancy renewal letter, and a 10-day termination notice dated April 9, 2025.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account dating back to the previous joint tenancy. The ledger indicates the monthly rent charged at the time of the application was \$2,350.00, and the last zero or positive balance was October 31, 2024. The arrears balance at the time of the application was \$7,824.00, which equated to more than 3.3 months of unpaid rent.

On July 29, 2025, the Landlord's representative provided an updated statement showing the balance remained the same at \$7,824.00.

The Landlord's representative testified during an inspection the Tenant remaining in the rental premises stated they were the only one paying their portion of the rent. The Landlord's representative testified and provided evidence showing on August rent increased to \$2,500.00, and a Tenant made a partial payment of \$1,500.00 towards the rent account, leaving an outstanding balance of \$8,824.00.

I am satisfied the ledger accurately reflects the Tenants rent account and are responsible for unpaid rent in the amount of \$8,824.00.

#### *Overcrowding*

Subsection 45(3) of the Act, states a tenant shall not permit such number of persons to occupy the rental premises on a continuing bases that results in the contravention of health, safety or housing standards required by law or in a breach of the tenancy agreement.

The rental premises is described as a 3 bedroom, 1.5 bathroom town home.

The Landlord's representative testified during an inspection of the rental premises they observed what they believed to be overcrowding. As a result notices were provided to a Tenant. Despite the notices provided, the Tenant failed to correct the overcrowding issue. To support the claim was notices, and photos of the rental premises.

The photos and testimony indicated not only were the bedrooms being used for sleeping areas, but a storage area was as well.

The Landlord's representative also stated the Tenant advised there were multiple people residing in the rental premises.

To determine overcrowding, I reviewed the Canada Mortgage Housing Corporation (CMHC) criteria for suitable housing, and National Building Code of Canada (NBCC). CMHC's criteria for suitable household is:

- the maximum number of 2 people to a bedroom;
- household members living as married or common-law couples can share a bedroom;
- lone parents, of any age to have a separate bedroom from their children;
- household members aged 18 of the same sex may share a bedroom, except one parents and those living as part of a married or common-law couple; and
- household member under the age of 5 of the opposite sex may share a bedroom if doing so would reduce the number of required bedrooms.

The National Building Code of Canada, requires bedrooms to have at least one egress point to the exterior of a building. This could be either a window meeting the size requirements or a door with outside access, as a means for escape in the event of a fire or other emergency.

Based on the evidence and testimony, I find that the Tenants in breach of their obligation not to overcrowd the rental premises but also to maintain a safe living space. As a storage room is being used as a bedroom, without a safe method egress in the event of a fire or other emergency.

#### *Termination of the tenancy agreement and eviction*

Subsection 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 ended on April 19, 2025, and the application was not filed submitted until July 7, 2025, I found the Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement, .../5

and therefore deem the Landlord as having reinstated the tenancy.

However, in consideration of the Tenants' failure to pay the rent in full, the substantial amount of rental arrears, and the overcrowding the rental premises, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. However, I feel the Tenants can address much of the issue given the chance. Therefore a conditional termination of the tenancy agreement and eviction will be issued.

#### *Orders*

An order will be issued:

- requiring the Tenants to the Landlord rental arrears in the amount of \$8,824.00 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));
- requiring the Tenants not to permit no more than 6 persons to reside in the rental premises, so long as they are within the criteria outlined under the Canada Mortgage Housing Corporation standards for suitable housing and not breach that obligation again (p. 45(4)(a), p. 45(4)(b)), ss. 83(2);
- terminating the tenancy agreement between the parties on October 31, 2025, unless the rental arrears of \$8,824.00 is paid in full and monthly rents for September and October 2025 rent is paid in full and there are no reports of overcrowding reported to the Landlord (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Tenants from the rental premises on November 1, 2025, should the tenancy agreement be terminated on October 31, 2025 (p. 63)(4)(a), ss. 83(2)).

---

Jerry Vanhantsaeme  
Rental Officer