

IN THE MATTER between **TM**, Applicant, and **DB**, 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:

TM

Applicant/Tenant

-and-

DB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 21, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant

Date of Decision: August 26, 2025

REASONS FOR DECISION

An application to a rental officer made by TM as the Applicant/Tenant against DB as the Respondent/Landlord was filed by the Rental Office July 28, 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 Respondent by email and deemed served August 1, 2025.

The Applicant alleged the Respondent illegally locked-out, and withheld their access to the rental premises. The Respondent also refused to provide personal items within the rental premises, and causing a loss of wages as they were a taxi driver and did not have their keys.

A hearing was scheduled for August 21, 2025, by three-way teleconference. TM appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent had provided an electronic response to the claim against them, the Rental Officer extended the start time for the hearing. As the Respondent did not appear, the hearing proceeded in their absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

Preliminary matter

The application to a rental officer identified DW as the Respondent/Landlord. Email correspondence noted the actual name of the Respondent as DB. The style of cause for the Respondent is changed from DW to DB.

The rental premise is described as a bedroom in the Respondent's home.

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

Tenancy agreement

Testimony presented indicated the tenancy started on April 5, 2025. The tenancy included a room, shared facilities of the Landlord's home, and utilities. The Tenant advised there was a signed tenancy agreement but unable to provide a copy, because it was locked in their room in the Landlords's home.

Alteration of locks

Subsection 3(1) of the Act states, "no landlord shall distrain for rent payable under a tenancy agreement on the goods and chattels of any person".

Subsection 3(2) of the Act states, “no person authorized by any Act or other law or agreement to recover rent payable for rental premises shall distrain on the goods and chattels of a tenant of rental premises”.

Subsection 25(1) of the Act states, “ no landlord or tenant shall during occupancy of the rental premises by the tenant, alter or cause to be altered the locking system on any door giving entry to the rental premises except by mutual consent”.

Subsection 25(2) of the Act states, “ a landlord or tenant shall not change the locks on any entrance to the residential complex so as to unreasonably interfere with the other’s access to the complex”.

Subsection 25(3) of the Act states, “ where, on the application of a landlord or a tenant, a rental officer determines that an obligation imposed by this section, has been breached, the rental officer may make an order: (a) requiring the person who breached the obligation to give access to the rental premises or to the residential complex; (b) requiring the person who breached the obligation not to breach that obligation again; or (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct result of the breach.

The Tenant claimed they went on vacation in May 2025, they had challenges to send back their rent payments for June and July. They sent an email informing the Landlord of the issues. Upon return in July, they advised the Landlord they would pay a month rent, and balance in a week after working. The Tenant claimed the Landlord refused the offer, was withholding their personal items and their vehicle keys. The Tenant stated they tried to address the issue amicably with the payment, and the payment plan. However, the Landlord refused. After a week the Tenant was able to obtain the keys. The Tenant stated the Landlord is requesting rent for August. The Tenant stated they tried to address the issue by text message, and email. The Tenant acknowledged owing the landlord rent for two months. The Tenant stated they lost income for the week they could not get their keys, were still locked-out, and incurred expenses because of being locked out. The Tenant stated when they were away, the Landlord also entered their room without authorization, found a heater running and as a result, placed a \$400.00 charge for the electricity.

The Rental Office questioned, and the Tenant advised they are still locked-out of the rental premises, and residing with a friend, hoping to obtain their own rental unit. The Tenant also confirmed the rents for June and July remain unpaid. The Tenant noted the Landlord advised them they were evicted as of August.

After being served with the application, the Landlord provided documentation regarding the

tenants complaint. The evidence provided showed the increase of electricity due to a heater. A transcript of messages indicating in June the Landlord was demanding payment for June, and July 2025, charging the Tenant for rent if personal items was left in the room in August. A June 21, 2025, email also advised the Tenant would forfeit the security deposit because of arrears, and if the June arrears and July rent were not paid by July 1, 2025, they would be evicted for violating the tenancy agreement. A text message also indicated the Landlord was holding the Tenants personal items hostage until such time as payment was received.

I find the Landlord inappropriately breached their obligation under subsection 25(1) of the Act by locking the Tenant out of the rental premises, and denying them access to their belongings. In doing so, the Landlord also breached their obligation under subsection 34(1) to not disturb the Tenants' quiet possession or enjoyment of the rental premises.

Applicant expenses

Subsection 25(3) of the Act states, " where, on the application of a landlord or a tenant, a rental officer determines that an obligation imposed by this section, has been breached, the rental officer may make an order: (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct result of the breach.

In support of their claim, the Tenant entered into evidence costs they incurred because of the lockout. The Rental Officer questioned, and the Tenant stated they bought some items with expectation for new rental premises. This did not occur but they kept the item anyway. It was determined only items that would directly reflect a loss would be taken into account as the remaining items could have been returned, or items at the place the Tenant was staying could be used.

The following are my findings before GST:

- **\$86.91 claimed - Walmart receipt**

Claim	Item	Claim status
\$21.47	Cooking pan - item for new address	Denied
\$2.27	Spoon	Denied
\$15.97	Frying pan - item for new place	Denied
\$10.97	Frying pan - item for new place	Denied
\$4.48	Lunch box	Denied

\$3.97	Paper towel - a disposable item	Approved
\$3.96	Flatware set - claim to be another lunch box	Denied
\$2.97	Spoon	Denied
\$2.97	Spoon	Denied
\$2.00	Spoon	Denied
\$5.97	Mug	Denied
\$3.97	Bowl	Denied
\$2.97	Dinner plate	Denied
\$2.97	Dinner plate	Denied

- **\$19.99 claimed - Canadian Tire receipt**

Claim	Item	Claim status
\$ 19.99	Can't identify item	Denied

- **\$29.00 claimed - Walmart receipt**

Claim	Item	Claim status
\$ 29.00	Cooler - Tenant wanted one	Denied

- **\$54.94 claimed - Walmart receipt**

Claim	Item	Claim status
\$ 54.94	Bed in a Bag - Tenant stay at a location with limited bedding.	Approved

- **\$99.69 claimed - Walmart receipt**

Claim	Item	Claim status
\$ 21.97	Fabric Folding - sheets, limited bedding at current location	Approved
\$ 12.97	Pillow - limited bedding at current location	Approved

\$ 12.97	Purex - could not identify	Denied
\$ 12.97	Tray Table - other item locked in residence. Used for doing books	Denied
\$ 8.88	DMC Deep Clean - could not identify	Denied
\$ 11.97	Shower Curtain - For new place	Denied
\$ 5.96	DMC SD Fresh - Toothpaste Hygiene item	Approved

\$ 99.81	Approved costs	
\$ 4.99	GST	
\$104.80	Total approved costs	

The Tenant spoke to loss of income as they were a taxi driver, and could not immediately retrieve their keys from the Landlord. As the Tenant did not provide any proof of loss of income, no compensation will be awarded.

I am satisfied the Tenant incurred reasonable expenses for being locked out of the rental premises in the amount of \$104.80.

Improper termination of the tenancy agreement and eviction

The Tenant claimed they had problems paying rent when away on holidays. They advised the Landlord they would address the rent when they return. When they returned the Landlord withheld access to the rental premises, and their personal items, and the Landlord advised they were evicted from the rental premises. The Tenant noted at the time of the hearing, they remained locked-out.

In response to the application the Landlord provided chain text message transcript, and text messages between the parties regarding the tenancy. The Landlord claimed they received a higher than normal utility bill because the Tenant had left a heater plugged in their rental premises while on holidays, and demanded payment for the difference of utilities.

An email from the Landlord dated June 21, 2025, told the Tenant they would be forfeiting their security deposit for arrears; demanded payment of rent, and failure to pay rent for June and July 1st, the tenant would be evicted. A Landlord's statement dated August 13, 2025, noted the high utility bill, and a heater being left plugged, which could cause a fire. The Landlord had

provided the Tenant with an eviction notice if June and July rent is not paid by July 14th. The statement also claimed the Tenant provided their room keys to the Landlord.

The Tenant's admittance they failed to pay their rent as required and accrued arrears. The Act does not allow a Landlord to just evict a Tenant from a rental premises. A Landlord is required to make an application pursuant to the applicable sections of the Act to have the tenancy terminated and a Tenant to be evicted from a rental premises.

I find the tenancy agreement between the parties is not terminated, and the Landlord must provide immediate access to the rental premises. I also find the Tenant is entitled to an abatement of rent for each day they were locked out of the rental premises as July 22, 2025. Abatement will be set at a daily rate of \$38.33.

This does not mean the landlord does not have a claim against the Tenant for arrears. The Landlord would need to make their own application to the Rental Officer.

Orders

An order will be issued:

- requiring the Landlord give immediate access to the rental premises, and residential complex (p. 25(3)(a));
- abating the monthly rent at a daily rate of \$38.33 per day starting July 22, 2025, until such time the Tenant is returned access to the rental premises, and residential complex (p. 25(3)(c));
- requiring the Landlord to compensate the Tenant for losses suffered as a direct result of the Tenant being locked out of the rental premises, and residential complex in the total amount of \$104.80 (p. 25(3)(c)); and
- requiring the Landlord not to disturb the Tenant's quiet enjoyment of the rental premises or residential complex, and not to breach that obligation again (p. 34(2)(a), p. 34(2)(b)).

Jerry Vanhantsaeme
Rental Officer