

IN THE MATTER between **JKB** , Applicant, and **NRR**, 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 **Janice Laycock**, Rental Officer, regarding a
rental premises located within the **City of Yellowknife in the Northwest Territories**;

BETWEEN:

JKB

Applicant/Tenant

-and-

NRR

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 15, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JKB, representing the Applicant SM, representing the Respondent
<u>Date of Decision:</u>	October 22, 2025

REASONS FOR DECISION

An application to a rental officer made by JKB as the Applicant/Tenant against RNYO, later corrected as NRR as the Respondent/Landlord was filed by the Rental Office July 23, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on August 21, 2025.

The Applicant claimed that despite the Respondent had taken almost six months to complete repairs after a flood in the Applicant's apartment, as a result they did not have full use of the unit. An order was sought for compensation for loss of use.

A hearing was held on October 15, 2025, by three-way teleconference. JKB appeared representing the Applicant. SM appeared representing the Respondent.

At the hearing I requested a copy of the tenancy agreement between the parties, and reserved my decision pending review of the agreement and consideration of the testimony and evidence.

Tenancy agreement

At the hearing and in the evidence provided to the Rental Office prior to the hearing, I understood that the tenancy agreement was between NRR and JKB alone. Although a copy of the tenancy agreement was not provided prior to the hearing, a copy of a letter dated October 30, 2023, from the Respondent to the Applicant offering them a renewal of their tenancy agreement for the year February 1, 2024, to January 31, 2025, was provided. This renewal was addressed to the Applicant alone, but was not signed.

At the hearing I requested a copy of the tenancy agreement. The Respondent provided a copy of the tenancy agreement and the Applicant provided a copy of their latest renewal document dated October 10, 2024.

The tenancy agreement for the rental unit commenced on August 1, 2015, for a fixed term to July 31, 2016, between NPR Limited Partnership and JKB, JB and JN. At the time of signing the rent was \$1,595.00 per month.

The renewal document dated October 10, 2024, is addressed to the Applicant alone and offers them a renewal of their lease for the year from February 1, 2025, to January 31, 2025, and notes that this renewal letter serves as an amendment to the original lease agreement.

In addition to the lease agreement, after the hearing the Respondent also provided further information to the Rental Office and the Applicant, detailing that on January 20, 2025, the .../3

Applicant visited their office and notified them that JB and JN were no longer residing in the unit and requested the lease to be revised.

The Respondent followed up with these tenants by phone and then by email on Feb 19, 2025, "Following up on our conversation regarding you and Jennifer vacating the unit a couple of years ago, we do not have any documentation to confirm this." The Respondent requested they complete documents stating that they have vacated the unit and wish to give the security deposit to the Applicant. One of the tenants signed the documents (date of the document is February 13, 2025), indicating they had moved to another province. The other tenant did not sign as they wanted to get their portion of the security deposit back before they were willing to sign. According to the Respondent as this tenant has not signed the documents the joint tenancy agreement is still in place with the three tenants.

Under subsection 9(1) of the *Residential Tenancies Act* (the Act) "a tenancy agreement may be oral, written or implied", and under section 50 of the Act, "a landlord and tenant may agree in writing after a tenancy agreement has been made to terminate the tenancy on a specified date and the tenancy is terminated on the date specified".

After reviewing the evidence I find there is at least an implied sole tenancy agreement between the Respondent and the Applicant. The last two renewal documents are addressed to the Applicant alone, and the latest states "this renewal letter serves as an amendment to the original lease agreement". Based on the evidence it is clear that the other two tenants vacated the rental premises and left the Northwest Territories a couple of years ago. Despite their assertion that the joint tenancy is still in force, in at least the last two years the Respondent has offered renewal of the tenancy to the Applicant alone. I believe this suggests that the Respondent was aware of the change of the tenancy and were willing to continue the tenancy with the Applicant alone.

At the hearing the Respondent testified that the current rent as of February 1, 2025, is \$1,925.00 per month, and the tenancy is month to month. After the hearing an updated lease balance statement was provided confirming this.

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

Obligations to repair

The Applicant testified and provided evidence including photos, that on January 4, 2025, there was a flood in their apartment stemming from a freeze-up in the plumbing. Water flooded the bathroom and the carpets in the main bedroom, closet and part of the hallway. The landlord was notified and sent someone to stop the water flow, the next day they brought five electric fans to dry the apartment out. Despite repeated calls to the landlord, the repairs to the .../4

affected areas were not completed until June 26, 2025.

During the period from January 4 to June 26, 2025, the Applicant could not use their bedroom as it was wet and smelly. The second bedroom was occupied by someone else, and they had to use part of the living room as their bedroom and closet. As well, the bathroom was partially torn apart and could not be fully used. They had asked the landlord for compensation for loss of use of parts of the rental unit during this period, and had been offered a credit of \$1,925.00 for one month's rent as compensation for loss of use. The Applicant felt this was not appropriate compensation.

The Respondent did not dispute the Applicant's testimony, but argued that the Applicant should have used their own occupant's insurance to cover costs to relocate after the flood, and if they had done this, the repairs might have been completed quicker. When asked, the Respondent reported that they were not aware of any communications suggesting this and/or requests by the landlord for the tenant to relocate during this period.

Under subsection 30(1) of the Act a landlord shall provide and maintain the rental premises and all services and facilities in a good state of repair and fit for habitation during the tenancy. Subsection 30(5) of the Act requires the landlord to remedy the breach within 10 days.

Under paragraph 30(4)(d) of the Act, on application of a tenant, a rental office may make an order requiring the landlord to compensate the tenant for any loss that has been suffered as a direct result of the breach of subsection 30(1).

It is clear the rental premises were not in a good state of repair for almost 6 months. The Applicant did not have use of their bedroom, had to use their living room to sleep in which I believe meant that they did not have full use of the living room, and were not able to fully use the bathroom or a storage area. This is a two bedroom apartment with six rooms or areas - two bedrooms, one living room, a dining area, a kitchen and a bathroom. The Applicant did not have full use of three of these areas and I believe should be compensated for that loss from January 15, 2025, (10 days after the flood), to June 26, 2025, when the repairs were completed, to a total of \$5,166.72 (representing 50% of the rent for that period).

Calculated as follows:

- \$939.35 - January 15 to 31, 16 days, rent \$1,820.00 per month
- \$1,925.00 - full month's rent for February
- \$1,925.00 - full month's rent for March
- \$1,925.00 - full month's rent for April
- \$1,925.00 - full month's rent for May
- \$1,668.33 - June 1 to June 26, 26 days rent \$1,925.00 per month.

$$\$10,333.45/2 = \$5,166.72$$

Regarding the Respondent's argument that the Applicant should have used their insurance, there is nothing in the Act that would require the Applicant to access their insurance prior to making a claim against the landlord for compensation. Also, the Respondent is speculating about what might have happened if the Applicant had made a claim with their insurance company, and I cannot make a ruling based on speculation. Further I understand the freeze up was not the fault of the Applicant, but a failure of the building systems and as such the responsibility of the landlord. I am not sure why the onus would be on the tenant to access insurance, find other accommodation, etc. as suggested at the hearing.

Finally, I will order compensation totalling \$5,153.84, but it is up to the Applicant and the Respondent to determine if that is paid out, is applied as a rental credit, or a combination of the two.

Orders

An order will issue requiring the Respondent to compensate the Applicant for the loss of use of their rental unit in the amount of \$5,153.84 (p. 30(4)(d)).

Janice Laycock
Rental Officer