IN THE MATTER between **SK - BL**, Applicant, and **KV**, 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:

SK - BL

Applicant/Landlord

-and-

KV

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	**October 29, 2025**
Place of the Hearing:	**Yellowknife, Northwest Territories**
Appearances at Hearing:	**SK, representing the Applicant** **KV and TB, representing the Respondent**
Date of Decision:	**October 29, 2025**

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REASONS FOR DECISION

An application to a rental officer made by SK - BL as the Applicant/Landlord against KV as the Respondent/Tenant was filed by the Rental Office August 14, 2025. The application was made regarding a residential tenancy agreement for rental premises located at 123 Enterprise Drive, Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on September 6, 2025.

The Applicant claimed the Respondent had not paid their rent or utilities, was responsible for damages, and had prevented the Applicant from accessing the rental premises. They sought an order for payment of the rent and utilities owing, payment of costs for repair of damages and cleaning, as well as access to the rental property, termination of the tenancy agreement and eviction.

A hearing was held on October 29, 2025, by three-way teleconference. SK attended representing the Applicant. KV and her son TB appeared representing the Respondent.

In the materials provided for the application and at the hearing it was clear that through a series of tragedies within their family, the relationship between the parties, which was once quite strong, had broken down. Both parties made a number of allegations about the other and their actions, and it is clear that decisions are being made in hurt and anger.

Discussion of the matters raised in this application were further complicated because the rights and obligations of the applicant as a landlord, and those as a business owner were mixed and confused. During the hearing I attempted to explain what was reasonable and covered under the *Residential Tenancies Act* (the Act) and what was outside my authority. At the hearing I encouraged the parties to seek legal or other assistance to resolve their disputes and to find reasonable solutions.

Tenancy agreement

According to testimony provided at the hearing, commencing in September 2015, there was an oral agreement between the Applicant and her son LB for the rental of a mobile home located at 123 Enterprise Drive, on a month-to-month basis, beginning on the first of each month. Although this tenancy agreement was between the Applicant and their son, his spouse KV, and children also occupied the rental unit. The parties agreed that no security deposit or rent was charged, but the tenant was responsible for paying all utilities.

Although the tenancy was not provided as a benefit of employment, the couple managed the property and helped out with the business. I understand this is a commercial property, owned

by Bernie's Limited, that SK is the owner of the business, and along with the mobile homethere is an industrial building as well as various sheds including an outbuilding that was occasionally used as temporary accommodation by the Applicant's son prior to his death and may now be used by the Respondent's mother.

Despite repeated questioning it was difficult to separate what was covered under the original oral tenancy agreement and what was shared property as family members and participants in the business. For the purposes of this application, the tenancy agreement was for the mobile home including access to the lot where the home is located.

The Applicant provided a document with their application titled "Residential Lease Agreement", which they testified is not valid and alleged the signature was forged. The Respondent included in their evidence a copy of a document prepared for tax purposes describing the value of their benefit (not paying any rent) as $12,000 per year. Both parties agreed that these documents did not replace the oral agreement.

In January 2025, LB passed away. It was clear at the hearing that since then the relationship between the Applicant and the Respondent has deteriorated. At the hearing the Applicant questioned the continued occupation of the rental premises by the Respondent, as the tenancy agreement was with their son alone.

I explained that under the Act the tenancy transfers to the spouse of the tenant on the tenant's death. Paragraph 53(1)(b) of the Act, allows a surviving spouse who cannot pay the rent to provide notice to terminate the tenancy agreement. As the Respondent is in possession of the rental premises and prior to the hearing, although they had indicated they were willing to vacate the rental premises if given some time, had not provided notice of their intention to terminate the tenancy, it is my opinion that the tenancy continues with them alone.

Under subsection 9(1) of the Act, "a tenancy agreement may be oral, written or implied". Based on the testimony and evidence I am satisfied that there is a valid tenancy agreement between the parties in accordance with the Act.

Rental arrears

At the hearing the Applicant claimed the Respondent had been living on the property for free and should pay rent owing. They provided a document dated April 13, 2025, prepared and signed by themselves, detailing rent "not received to date" of $1000 per month for the period January 2016 to August 2025, totalling $118,000. I pointed out that based on their own testimony, the agreement was that no rent would be charged, and it is not possible to change

this agreement retroactively. I found the claim does not comply with the tenancy agreement and the Act and denied their claim.

The Applicant also testified they had provided notice to the Respondent served personally on September 6, 2025, the rent would be increased from $0 to $3,500 per month. No evidence was provided for this hearing about the increase, however, the Respondent agreed that they had received a notice of rental increase on that date. They stated they were not able to pay this rent and were planning to vacate the rental premises and terminate their tenancy although they needed some time to move.

Under subsection 47(2) of the Act, a "landlord shall give the tenant notice of the rent increase at least three months before the date the rent increase is to be effective". As the agreement is a month-to-month agreement beginning on the first of each month, and this notice was served part way through September, a full three months is required, which would mean the rental increase is not in effect until January 1, 2026. At the hearing the Respondent stated they could be ready to move by then and it was their plan to vacate the rental premises by the end of December.

Under subsection 47(4) of the Act, "where a tenant received a notice of a rent increase, the tenant (a) may elect to treat the notice as a notice of termination of the tenancy to be effective on the day immediately preceding the day on which the rent increase is to be effective; and (b) shall inform the landlord in writing of his or her intent to treat the notice as a notice of termination".

Although, the Respondent provided notice of their intention to vacate the rental premises and terminate their tenancy by December 31, 2025, at the hearing, and I agreed to document that agreement in these reasons, I suggest the Respondent also provide written notice to the landlord of their intention to treat the rental increase as a notice of termination. This notice should be served on the Applicant as provided for in section 71 of the Act, which can include service personally, by registered mail, fax or by email. Although the notice may be provided earlier, it must be served not later than 30 days before the date of termination. If the Respondent decides to vacate the rental premises before December 31, 2025, appropriate notice would be required.

Although not discussed at the hearing, the Applicant should be aware that under paragraph 47(5)(a) and (b) of the Act, if they rent the unit after the Respondent vacates the rental premises, they are required to give the new tenant a copy of the notice (provided previously), and rent the rental premises at the rent stated in the notice". The Applicant should review provisions in subsection 60(3) regarding situations where a landlord "did not in good faith intend to increase the rent".

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Based on testimony at the hearing I believe that due to the rental increase, the Respondent intends to vacate the rental premises by December 31, 2025.

Utilities

The Applicant claimed the Respondent had not paid all of the utilities as required under the original tenancy agreement and as of July 2025 owed $8,751.46 for propane, water and power, that had been paid by the Applicant. They provided invoices from the utility companies to support their claim. They stated that when their son died, the Respondent stopped paying the utilities and transferred the utilities to the Applicant's business without their agreement.

The Respondent testified that considering the circumstances leading up to her husband's death, and related issues with their finances, and increased responsibilities, the Applicant had suggested that the business would pay the utilities and the Respondent transferred the accounts accordingly.

As their testimonies are conflicting, and the agreements were made orally only, I asked the Applicant as the party making the claim, if they had additional evidence, such as correspondence with the Respondent challenging or questioning the change in the utility accounts, prior to filing the application with the Rental Office. The Applicant was not able to provide any further evidence.

Under subsection 45(1) of the Act where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply and under 45(4), where a tenant had breached their obligation a landlord may make an application and (c) require the tenant to compensate the landlord for loss suffered as a direct result of the breach.

Based on the lack of evidence from the Applicant, and considering the current breakdown in the relationship, I denied the Applicant's claim. I am not sure that either the Applicant's or the Respondent's testimony is reliable. However, it is up to the Applicant to prove their case, and I am not satisfied that they have done so.

I note that at the hearing when informed that their claim was denied, they threatened to discontinue the utilities. I pointed out that this would not be a good idea as this would be considered a breach of the Act. I suggest the Applicant review section 30 of the Act, which sets out their responsibility as landlord to maintain the rental premises and services, and the remedies available to a tenant if the landlord does not comply.

Damages and cleaning

The Applicant claimed "full reimbursement for all repairs required due to damage sustained to

the property", they also claimed full costs of cleaning the premises. Photographs were provided, however, no description of the damages or cleaning required was provided, nor was any idea of the costs associated with these claims provided. The Applicant testified that there were damages to a variety of areas, and they had pictures of the condition of the unit when the Respondent moved in. In their application they also stated there is a shop on the property which has suffered damages, although no specific information was provided on what the damages.

At the hearing I denied the Applicant's claim and suggested that they complete an inspection at the end of the tenancy and give the Respondent or their representative a chance to participate. If at that time repair of damages or cleaning was required, they file an application with the Rental Office for the costs. They would need to restrict their application to damages to the rental premises and consider the useful life of building elements in their claim.

Access to rental premises and property

The Applicant claimed that prior to the death of their son, they had full access to the business property and the rental premises at the Applicant's leisure. As a result of the ongoing conflict, they have not been able to access their freezer, firewood stored in the yard or the garden. They claimed that whenever they tried to access the property they were refused. They alleged the Respondent had changed the locks without their permission.

In their application they recounted an incident on May 4, 2025, when they attended the property to clean up the yard in response to a request by Kavanaugh to clean up animal waste in the yard so their staff could pump out the sewer tank. On this occasion the Respondent refused them entry and called the RCMP, who attended the property. They also provided a copy of a notice for inspection dated July 31, 2025. The notice says that it was hand delivered, and is providing notice of their intention on August 2, 2024, between 8:00am and 8:00pm, to "inspect my property, to check it is well maintained and for my personal effects and Bernie's limited company assets".

Although the notice provided as evidence, includes a date for service, the Applicant also provided copies of text messages between the parties for , including a text stating "This text serves as the required 24 hour notification that I will be entering my property at 123 Enterprise Drive between the hours of 8am and 8pm". According to this text exchange the Respondent replied that this time/date does not work, nor does the weekend, the Applicant replied the "date is not negotiable as you have declined my request to view my own property already... I have contacted the RCMP". The Respondent replied that "a day during the week works for me so let me know which one".

During the full exchange by text and then by email on August 1, 2025, it is clear that each of the parties had called the RCMP on the other at some point, and the main issue relating to access is the collapse of their relationship.

In their brief provided prior to the hearing, the Respondent reported that the locks were changed when their spouse was mentally not well, and a copy of the keys was provided to the Applicant and they called the RCMP in May because of threats they received.

At the hearing I pointed out to the Applicant and Respondent that the Act (sections 26 and 27) allows a landlord who provides proper notice of at least 24 hours to access the rental premises to do inspections, show the rental premises, make repairs, and otherwise fulfil their responsibilities as a landlord. A tenant may object to the days and hours set out in the notice and specify alternative days and hours that are reasonable. Section 71 of the Act sets out how notices can be served including personally, registered mail, fax, or email. Texting is not an accepted method of service.

Under section 28, where a landlord or tenant believe the other party had breached their obligation an application may be made, and a rental officer may if their agree, make an order for the party who breached their obligation to not breach the obligation again and to compensate the affected party for any losses.

Based on the testimony and the evidence provided I am not convinced that the Respondent has breached their obligation under the Act to allow access to the rental premises and deny the Applicant's claim. In August 2025, when the Applicant requested entry, the Respondent as is their right, objected and offered to discuss alternate dates and times the following week. Rather than engaging with them to find a date/time, the Applicant refused stating "the date was not negotiable".

Other - property

The Applicant claimed the Respondent was removing property belonging to the business and sought assistance to make sure that all property including business files, apple computer, as well as equipment, tools, lumber and other materials in the yard and shed should not be removed from the property.

At the hearing I denied their claim for relief, explaining that the Applicant had not provided any evidence that property was removed and at this point was only speculating that property would be removed.

I also explained the Act sets out rights and responsibilities of landlords and tenants and

provides for remedies if there are breaches. If after the tenancy was terminated the Applicant determined that property that had been provided as part of the tenancy agreement had been removed, they could make an application to the Rental Office. I advised them to seek legal assistance on the matters related to the business and its property.

Termination and eviction

In their application the Applicant had claimed that they wished to sell the property as soon as possible and required vacant possession. At the hearing the Applicant denied this was so and then stated that they had changed their mind and now wished to rent the rental premises, but wanted the Respondent evicted.

Under the Act, a landlord may apply to the Rental Office to terminate a tenancy for cause. For instance, a rental officer may make an order to terminate a tenancy:

- under paragraph 41(4)(c), if they have failed to pay rent in accordance with the Act;
- under paragraph 42(3)(f), if they have breached their obligation to repair damages; and
- under paragraph 45(4)(e), if they have breached their additional obligation such as utilities.

If a rental officer determines that an order terminating the tenancy is justified, they may also order eviction under section 63 of the Act.

At the hearing I denied their application for termination of the tenancy agreement and eviction, as they have not proved that there are grounds to do so. Also, at the hearing the Respondent stated that they intended to vacate the rental premises by December 31, 2025.

For the information of the Applicant, the Act allows a landlord and tenant to agree in writing to terminate a tenancy (section 50), and a landlord can make an application to terminate a tenancy agreement if they require to use the rental premises as a residence for themselves or to sell the unit (section 58).

Conclusion

I have denied the Applicant's claim for remedies under the Act for the reasons provided above. I encourage the Applicant to seek assistance with their business and if needed in their efforts to comply with their obligations as a landlord under the *Residential Tenancies Act*.

Janice Laycock
Rental Officer