

IN THE MATTER between **NP**, 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 **Renee Fougere**, Rental Officer, regarding a  
rental premises located within the **City of Yellowknife in the Northwest Territories**;

BETWEEN:

**NP**

Applicant/Tenant

-and-

**NRR**

Respondent/Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 14, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>NP, representing the Applicant</b>
	<b>SM, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 22, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NP as the Applicant/Tenant against NRR as the Respondent/Landlord and was filed by the Rental Office on September 5, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on September 8, 2025.

The Applicant alleged the Respondent failed to keep the rental premises in compliance with all health, safety, maintenance, and occupancy standards, and that the Respondent cut off/stopped providing utilities to the rental premises. An order was sought for the Landlord to comply with their obligation, that they make the necessary repairs and/or maintenance to the rental premises, that the Landlord compensate the Tenant for any expenses resulting from the Landlord's breaches, and that the Tenant pay future rent to the Rental Officer to be held in trust until the Landlord has completed any necessary repairs and/or maintenance.

A hearing was scheduled for October 14, 2025, by three-way conference. NP appeared as the Applicant and SM appeared representing the Respondent. I reserved my decision to review the evidence and testimony provided.

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

#### *Tenancy Agreement*

The Tenant provided evidence of a written 12-month fixed-term residential lease tenancy agreement between the parties commencing August 1, 2025; however, the Tenant has been in a tenancy agreement with the Landlord since February 1, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

#### *Landlord's Obligations and Vital Services*

##### Laundry Facilities in the Residential Complex

The Tenant stated that the laundry facilities in the complex are not safe, and the usability of the laundry appliances is questionable. The Tenant provided evidence of soap-residue left on clothes due to the poor state of functioning of the washer. Furthermore, the Tenant demonstrated that the washers were leaking and causing pooling of water on the floor, with electrical cords lying in puddles of water on the floor near the laundry appliances. According to subsection 30(1) of the *Act* states: a landlord shall:

- (a) Provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a

written agreement, in a good state of repair and fit for habitation during the term of the tenancy; and

- (b) Ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.

Subsection 30(5) of the *Act* states that a tenant shall give reasonable notice to the landlord of any substantial breach of the obligation imposed by subsection (1) that comes to the attention of the tenant.

Subsection 30(6) of the *Act* states that a landlord shall, within 10 days, remedy any breach referred to in subsection (5).

The Landlord is responsible to ensure all services are in good working condition. The Tenant provided evidence demonstrating that the issue with poorly functioning appliances had been ongoing since November 2024. A credit of \$100 per month starting November 2024 until the Landlord has provided sufficient evidence of repair or replacement of laundry appliances that are not in proper working order will be provided to the Tenant. The credit of \$100 will be calculated on a pro-rata basis for the month that the appliances will be repaired or replaced.

#### No Heat in the Tenant's Unit

The Tenant provided evidence requesting the Landlord turn on the heating unit on in the residential complex on August 12, 2025. She provided further evidence regarding the temperature in her unit being 17°C, and she was unable to access heat in her unit as the Landlord had turned off the heating system during the summer months. The Landlord offered space heaters to address the Tenant's concerns; however, the Tenant stated that the space heaters would trip the electrical circuit breaker if she used more than one heater at a time. Further, due to the safety concerns of these heaters, the Tenant was not able to use the heaters during the night as they could not be left on unsupervised as indicated on a warning label on the heating appliance itself. I also note that heat and water are the responsibilities of the Landlord according to the tenancy agreement, and the Tenant is responsible for the hydro. The Tenant confirmed that the heating system was turned back on September 10, 2025.

Subsection 33(1) of the *Act* speaks to vital services, which includes heat, fuel, electricity, gas, hot and cold water and any other public utility.

Subsection 33(2) of the *Act* prohibits a landlord from withholding from a tenant a reasonable supply of a vital service that they obliged to supply under the tenancy agreement; or deliberately interfere with the supply of a vital service, whether or not the landlord is obligated to supply that service in the tenancy agreement.

An abatement of 10% will be applied to the rent of September 2025 to compensate the Tenant for not being provided heat as per the tenancy agreement from August 12 to September 10, 2025.

### *Orders*

An order will be issued:

- requiring the Landlord comply with their obligation to provide vital services to the rental premises and not breach that obligation again (p. 33(3)(a), p. 33(3)(b));
- requiring the Landlord to comply with the obligations to provide and maintain the rental premises in a good state of repair, and in compliance with all health, safety, maintenance and occupancy standards required by law, and must not breach that obligation again (p. 30(1)(a), p. 30(1)(b), p. 30(4)(a), p. 30(4)(b));
- requiring the Landlord to repair the laundry appliances in the residential complex, and ensure the washers and dryers are in good working condition (p.30(1)(a), p.30(1)(b), ss. 83(2));
- require the Landlord to provide the Tenant a credit of \$100 per month starting November 2024 and each month thereafter until such time satisfactory proof that repairs are done and that the Landlord has provided sufficient evidence of repair or replacement of laundry appliances that are not in proper working order. The credit of \$100 will be calculated on a pro-rata basis for the month when the appliances will be repaired or replaced (p. 30(4)(d), p.34(4)(c), ss. 83(2), ss. 84(1));
- requiring the Landlord to apply a rent abatement of 10% of one month's rent for failure to provide heat to the Tenant (from August 12 to September 10, 2025) (p. 33(2), p. 33(3), ss 83(2)); and
- requiring the Tenant pay all future rent to the Rental Officer, to be held in trust until such time repairs are completed (p.32(1), ss 83(2)).

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Renee Fougere  
Rental Officer