

IN THE MATTER between **LC and CN**, Applicants, and **RLD**, 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:

**LC AND CN**

Applicants/Tenants

-and-

**RLD**

Respondent/Landlord

**REASONS FOR DECISION**

|                                       |   |
|---------------------------------------|---|
| <b><u>Date of the Hearing:</u></b>    | <b>October 1, 2025</b>                    |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, Northwest Territories</b> |
| <b><u>Appearances at Hearing:</u></b> | <b>LC, representing the Applicants</b>    |
|                                       | <b>CN, representing the Applicants</b>    |
|                                       | <b>EE, advocate for the Applicants</b>    |
| <b><u>Date of Decision:</u></b>       | <b>October 2, 2025</b>                    |

### **REASONS FOR DECISION**

An application to a rental officer made by LC and CN as the Applicants/Tenants against RLD as the Respondent/Landlord was filed by the Rental Office September 12, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served twice by email on the Respondent, and deemed served on September 19, 2025, and September 26, 2025.

The Applicants alleged the Respondent provided improper notice to vacate the rental premises. The Respondent failed to maintain the rental premises in a good state of repair, and the rental premises was not in compliance with all health, safety, maintenance, and occupancy standards. An order was sought to allow the Applicants more time to move.

An expedited hearing was requested by the Applicants citing safety concerns, and the Landlord giving improper notice, and threatening to lockout the Tenants and other occupants within the residential complex. LC, and CN appeared to represent the Applicants. EE appeared as an advocate for the Applicants. No representative appeared on behalf of the Respondent. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

From this point forward the Applicants will be known as the Tenants and the Respondent as the Landlord.

#### *Preliminary matters*

After receiving the application, the Rental Officer sent a letter to the Landlord regarding their "Emergency Notice to Tenants of Franklin House". The letter spoke to a Rental Officer's ability to investigate under paragraphs 74(1)(a), and 74(1)(c) of the Act. The letter also advised the Landlord, subsection 48(1) does not allow a person to terminate a tenancy agreement except in accordance with the Act, and a landlord may only terminate a tenancy in specific instances. An application must also be made to a rental officer to validate the reasoning for the termination, and if required authorize an eviction.

#### *Previous orders*

Rental Officer Order #18294, dated June 27, 2024, required the Landlord to make all necessary repairs to the electrical, heating, windows, moisture issue, and the door to the Tenants rental premises by October 1, 2024. Have the Landlord comply with their obligation to provide and maintain the rental complex in good state of repair, fit for habitation, and in compliance with

all health, safety, maintenance and occupancy standards required by law, and must not breach that obligation again. Have the Tenants pay all future rent, after October 1, 2024, to the Rental Officer to be held in trust, until such time as the repairs are completed in accordance with paragraph 1 of the order.

*Preliminary matters*

Rental Officer Order #18294 required the Landlord to carry out repairs to the rental premises prior to October 1, 2024, and should the repairs not be completed, the Tenants were ordered to pay rent to the Rental Officer. The repairs were not completed, rent was paid to the Rental Officer as follows:

| Date           | Rent Charge | Rent Paid  | Comments                 |
|----------------|-------------|------------|--------------------------|
| October 2024   | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| November 2024  | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| December 2024  | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| January 2025   | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| February 2025  | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| March 2025     | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| April 2025     | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| May 2025       | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| June 2025      | \$2,050.00  | \$2,050.00 | Rent paid by third party |
| July 2025      | \$2,152.50  | \$2,152.50 | Rent paid by third party |
| August 2025    | \$2,152.50  | \$2,152.50 | Rent paid by third party |
| September 2025 | \$2,152.50  | \$2,152.50 | Rent paid by third party |

Upon request the Tenant's confirmed the only work done towards the order was the sealing of a window. The electrical, heating, moisture issue, and door knob was not addressed, and the window continued to leak. Due to a fire, the Landlord moved the Tenants to a separate unit.

*Tenant's concerns*

Notice to vacate

The Tenants stated, September 4, 2025, the Landlord gave notice to vacate the rental premises by sliding document under the Tenant's door. The notice advised the Landlord was renovating

the residential complex, and tenants were required to vacate by September 30, 2025. The notice also advised, if tenants choose not to relocate, it would be at their own risk. Then on September 18, 2025, a security guard personally served the Tenants with a reminder notice. The reminder notice stated all tenants were to vacate no later than September 30, 2025. The notice also pointed to the fire, requirement for full renovation, the work is being done under the direction of the Fire Marshal, and the building would be locked down. The Tenants stated no sign was posted, or construction crew was on site. The Tenants also spoke to a fire extinguisher finally being placed in the residential complex. The Tenants spoke to their rental premises being damaged by fire, and the Landlord transferred them to another unit in the residential complex.

The Advocate pointed the Tenants only receiving 26-days notice to vacate from the first notice. The Advocate pointed to a local news report regarding the residential complex where the Fire Marshal did not issue any direction to the building owner, contradicting the Landlord's claim in the second notice. The Tenants confirmed they have not seen anything posted from the Fire Marshal. The Tenants spoke to the challenge of obtaining a new residence. The Tenants would prefer the Landlord provide them with an alternate residence.

#### Landlord's obligations and vital services

The Tenants state in the new rental premises, the entry door was damaged from being kicked-in by the fire department. The heat was not working, there was no hot water for an extended period of time, the bathtub would not drain, and an insect infestation.

The Tenants confirmed the building was heated by boiler, the heat was put on a week prior to the hearing. They stated they had to heat water to clean themselves, but since the heating was addressed, they now have hot water. The Tenants also confirmed they informed the Landlord of the deficiencies by both phone message, and in person when they attended the residential complex after the fire. In regard to the insects, when Landlord did not address the issue, they attempted to deal with it themselves but were unsuccessful.

The Tenants stated they have attempting to contact the Landlord multiple times by phone, but calls go directly to voice mail.

The Tenants also expressed concerns regarding the state of the electrical system.

#### *Rental Officer findings*

In review of the evidence and testimony, I find the following:

### Notice to vacate

Subsection 54(1) of the Act, allows a landlord to give a notice of termination of at least 10-days subject to specific reasons as outlined in the subsection.

Subsection 54(4) of the Act, outlines, when a landlord gives notice under subsection (1), the landlord shall make an application to a rental officer for an order to terminate the tenancy agreement and specify the date of termination.

Subsection 55(3) of the Act, outlines the requirement for the notice of termination from a landlord.

Subsection 59(1) of the Act, states: “a landlord may apply to a rental officer to terminate a tenancy agreement if the landlord: (a) requires possession of the rental premises for the purpose of: (iii) making repairs or renovations so extensive as to require a building permit and vacant possession of the rental premises; and (b) has obtained all necessary permit or other authorizations that may be required.

Subsection 71(1) of the Act, outlines a notice or documents to be served on or given to a Landlord, tenant or rental officer, must be served or given by: (a) personal service; (b) registered mail; (c) fax, if a fax number is provided; or (d) a method set out in the regulations. Subsection 4(2) of the *Residential Tenancies Regulations*, outlines a notice or document may be served or given by e-mail, if the receiver provides their e-mail address to the sender for that purpose. Subsection 4(4) outlines a document served or given by e-mail is deemed to have been received three days after it is sent.

It was noted the Landlord’s notice also referred work was to be carried out under direction of the Fire Marshal. The news article submitted indicated the NWT’s fire Marshal did not issue any direction to the building owner requiring the tenants to vacate the building. I find the Landlords notice not in compliance with the Act and stated inaccurate facts.

As the Landlord did not take the correct steps to terminate the tenancy agreement by using both improper service and inaccurate notice, I find the tenancy agreement between the parties to remain in place.

### Landlord’s obligations and vital services

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 provide by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the term of the tenancy; and .../6

(b) ensure that the rental premise, 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 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, a landlord shall, within 10-days, remedy any breach referred to in subsection (5).

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 are obligated 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 under the tenancy agreement.

Based on the testimony, I find the Landlord failed in their obligation to ensure the vital services are provided, specifically hot water, and also failed to maintain the rental premises and, and residential complex in a good state of repair.

#### Quiet enjoyment

Subsection 34(1) of the Act, states “No landlord shall disturb a tenant’s possession or enjoyment of the rental premises or residential complex.

Based on the evidence and testimony on the notices and the Landlord’s repeated failure to maintain the rental premises in a good state of repair and vital services, the Landlord repeatedly disturbed the Tenant’s quiet enjoyment of the rental premises and residential complex.

#### *Rental Officer determination*

As a result of the continuous breaches of the Landlord’s obligation to provide vital services such as hot water, and maintain the rental premises, and residential complex in a good state of repair and fit for habitation as required by the Act. An abatement of 40% will be applied to the rent starting June 2025 through September 2025. As the heat and hot water was returned in late September, the abatement will be reduced to 30% starting October 1, 2025, and remain in place until such time as repairs are completed.

Abatement is as follows:

| Date           | Rent Charge | Rent Paid  | Comments      | Adjusted rent charge |
|----------------|-------------|------------|---------------|----------------------|
| June 2025      | \$2,050.00  | \$2,050.00 | 40% abatement | \$1,230.00           |
| July 2025      | \$2,152.50  | \$2,152.50 | 40% abatement | \$1,230.00           |
| August 2025    | \$2,152.50  | \$2,152.50 | 40% abatement | \$1,230.00           |
| September 2025 | \$2,152.50  | \$2,152.50 | 40% abatement | \$1,230.00           |

### *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, fit for habitation and in compliance with all health, safety maintenance and occupancy standards required by law, and must not breach that obligation again (p. 30(4)(a), p.30.(4)(b));
- requiring the Landlord repair the doors to the rental premises, and residential complex, address the drain issue in the bathtub, and insect infestation (p. 30(4)(a), ss. 83(2));
- requiring the Landlord comply with their obligation not to disturb the Tenant possession or enjoyment of the rental premises or residential complex, and must not breach that obligation again (p. 34(2)(a), p. 34(2)(b)); and
- require the Landlord apply a 40% credit to the rent starting June 1, 2025, until September 30, 2025, and to apply a 30% credit to the rent starting October 1, 2025, and each month there after until such time satisfactory proof of repairs are done (p. 30(4)(d), p. 34(4)(c), ss. 83(2);
- require the Tenants pay all future rent to the Rental Officer, to be held in trust until such time the repairs are completed (p. 32(1), ss 83(2)).

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Jerry Vanhantsaeme  
Rental Officer