

IN THE MATTER between **RLD**, Applicant, and CRA, 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:

RLD

Applicant/Landlord

-and-

CRA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **November 3, 2025**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **JL, Legal Counsel for the Applicant**

AR, representing the Applicant

LSS, representing the Applicant

Date of Decision: **November 15, 2025**

REASONS FOR DECISION

An application to a rental officer made by MRL on behalf of RLD as the Applicant/Landlord against CRA as the Respondent/Tenant was filed by the Rental Office on October 9, 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 on October 18, 2025.

The Applicant alleged the tenancy agreement between the parties was frustrated due to an unsafe building and vacant possession is required to restore the building's safe condition because of damages from a fire and need for abatement for hazardous materials. The Applicant also claimed the Respondent accrued significant arrears. An order was sought for arrears, termination of the tenancy agreement and eviction.

An expedited hearing was requested by the Applicant citing safety concerns for the rental premises and tenants due to the building being damaged by fire and the requirement of substantial repairs to ensure the residential complex is returned to a safe and habitable condition. A hearing was scheduled for November 3, 2025, by three-way teleconference. JL appeared as legal counsel for the Applicant. AR and LSS appeared as representatives for the Applicant. Prior to the hearing, the Respondent submitted their own evidence. The Respondent did not appear at the start of the hearing. Due to the seriousness of the claim and evidence submitted by the Respondent, the Rental Officer allowed an extra 15 minutes for the Respondent to appear. The Respondent did not appear, nor did anyone on their behalf. Pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision for the Applicant to provide requested documents and to review the evidence and testimony.

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

Preliminary matters

Evidence requested confirmed the Landlord took possession of the residential complex on February 2, 2023. The residential complex consists of 20 rental units.

Tenancy agreement

Evidence presented in the form of a rent statement indicated the Tenant had possession of the rental premises in January 2024. The Landlord submitted into evidence an unsigned tenancy agreement. The Rental Officer pointed portions of the tenancy agreement not in accordance with the Act. The Landlord and their legal counsel acknowledged the inconsistencies.

The Rental Officer questioned if there was a signed copy of the tenancy included. The Landlord's representative testified they attempted to have the client's sign but was unsuccessful. The Rental Officer pointed to subsection 9(4) of the Act, where a tenancy agreement is deemed to be in writing where it has been signed by one party or their agent, and given to the other party or their agent and the Landlord has permitted the tenant to take occupancy of the rental premises.

As it could be confirmed through the rent statement, the Tenant has been in possession of the rental premises, I am satisfied a valid implied tenancy agreement is in place in accordance with subsection 9(1) of the Act.

Rental arrears

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent. The Landlord's legal counsel noted the Tenant was served by email a 10-day notice of termination dated October 3, 2025 for a termination date of October 13, 2025.

The Rental Officer noted the amount on the unsigned tenancy agreement was not in alignment with rent being charged. The Rental Officer questioned, and the Landlord's representative testified the Tenant was provided notices of rent increases, but they did not retain copies for their files. They stated they were new to the position at the time and send out notice via property manager. The property manager confirmed they physically attended the residential complex, and hand delivered notices to some tenants and slid notices under the doors of tenants. The Rental Officer pointed out sliding a notice under a door does not constitute personal service. The Rental Officer questioned again and the Landlord's representative confirmed they did not have the copies of the notices for a rent increase.

The Rental Officer pointed to the statement showing a fluctuation in rent charges. The Landlord's representative could not provide reasoning for the change in rent charges. The Rental Officer spoke to section 47 of the Act regarding increases of rent. The Rental Officer also pointed to three months of arrears for which the Tenant provided proof the rent had been paid in full. The Landlord acknowledged the evidence.

The Landlord's representative stated they are talking with the rental assistance provider to address the arrears. Legal Counsel acknowledged the rent account may be outdated and a recalculation would be required and resubmitted to the Rental Officer.

The Rental Officer noted to both parties, the Landlord's statement was not in alignment with proof of payments for April, May and June 2025 as provided by the Tenant. The Rental Officer directed the Landlord to review and conduct an evaluation of the rent account.

Upon request a copy of the 10-day Notice of Termination was provided, a rent increase notice dated April 7, 2025, a rent report and rent ledger.

Subsection 47(1) of the Act states, notwithstanding a change in landlord, no landlord shall increase the rent in respect of a rental premises until 12 months have expired from (a) the date the last increase in rent for the rental premises became effective; or (b) the date on which rent was first charged, where the rental premises have not been previously rented.

Subsection 47(2) of the Act states, the landlord shall give the tenant, a notice of rent increase in writing at least three months before the date of rent increase becomes effective.

Subsection 47(3) of the Act states, an increase in rent by a landlord is not effective until three months have expired from the date of the notice of the rent increase.

After reviewing the application package and additional evidences, I could not find a reason why the one month reduction occurred in March, then returning the rent to the previous amount in April. I find the rent reduction was to remain in effect for no less than 12 months period, before the rent could be increased. I also noted, notice of rent increase was issued on April 7, 2025 and the date the Landlord indicated as to come into effect was 85 days (under the three months allowed to take into effect under subsections 47(2) and 47(3)). The earliest the Landlord could enforce the rent increase would be August 1, 2025. Not July 2025, when it was applied. Below is my accounting for rent based on the allowances for increase under section 47 of the Act, statement provided by the landlord and proof of payments provided by the Tenant:

Date	Rent Charge	Approved Rent Charge	Rent Paid	Missed Rent	Rent Credit
January 2024	\$2,050.00	\$2,050.00	\$1,650.00	\$400.00	-
February 2024	\$2,050.00	\$2,050.00	\$1,650.00	\$400.00	-
March 2024	\$1,650.00	\$1,650.00	\$800.00	\$850.00	-
April 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
May 2024	\$2,050.00	\$1,650.00	\$850.00	\$800.00	-
June 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
July 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	

August 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
September 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
October 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
November 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
December 2024	\$2,050.00	\$1,650.00	\$1,650.00	-	-
January 2025	\$2,050.00	\$1,650.00	\$1,650.00	-	-
February 2025	\$2,050.00	\$1,650.00	\$1,650.00	-	-
March 2025	\$2,050.00	\$1,650.00	\$4,450.00	-	\$2,800.00
April 2025	\$2,050.00	\$1,650.00	\$2,050.00	-	\$400.00
May 2025	\$2,050.00	\$1,650.00	\$2,050.00	-	\$400.00
June 2025	\$2,050.00	\$1,650.00	\$2,025.00	-	\$375.00
July 2025	\$2,152.50	\$1,650.00	\$2,025.00	-	\$375.00
August 2025	\$2,152.50	\$2,152.50	\$2,025.00	\$127.50	-
September 2025	\$2,152.50	\$2,152.50	\$2,407.50	-	\$255.00
October 2025	\$2,152.50	\$2,152.50	\$2,152.50	-	-
November 2025	\$2,152.50	\$2,152.50	\$2,152.50	-	-
Totals	\$47,262.50	\$40,760.00	\$40,762.50		

Based on the lack of evidence for the reasoning for the reduction of rent and improper increase, I find the Tenant has a rent credit of \$2.50. The Landlord's request for arrears is denied.

Cleanliness and access to a rental premises

Subsection 45(2) of the Act requires a tenant to maintain the rental premises and all services and facilities provided by the landlord for which the tenant has exclusive use in a state of ordinary cleanliness.

The application noted the Tenant failed to maintain the rental premises in an ordinary state of cleanliness. Legal Counsel noted, there was a historical issue of cleanliness. There were complaints of Tenant keeping animals and the rental premises was not in an ordinary state of cleanliness. Legal Counsel spoke to evidence submitted by the Tenant. The Landlord's property manager stated they attended the rental premises on October 24, 2025, they were hindered access by the Tenant's animals and the Tenant would not allow access.

Legal Counsel noted they could not obtain up-to-date evidence on the condition of the rental premises, due to the fact the Tenant would not provide access. The Landlord's representative also noted a contractor was also denied access to inspect the rental premises.

Paragraph 26(2) of the Act, allows a landlord the right to enter a rental premises, and a tenant shall permit the landlord to enter: (a) to perform the landlord's obligations under the Act and tenancy agreement; (e) inspect the rental premises every six months.

Paragraph 26(3) of the Act states, a landlord who intends to exercise the right to enter under subsection (2) shall give written notice to the Tenant at least 24 hours before the first time of entry under the notice, specifying the purpose of the entry and the days and hours which the landlord intend to enter the rental premises.

After listening to the testimony and reviewing the evidence, the Landlord gave notice they would be entering the rental premises on October 23, 2025 between 1:30 pm and 2:00 p.m. The issue found was the notice was not being dated, and the Landlord's representative testified they went to inspect a day after the notice was to be in effect (October 24, 2025).

I also note from the evidence and testimony, the pictures submitted as part of the application are not directly linked to the Tenant. I am not confident the Landlord gave appropriate notice to inspect. The issue of cleanliness is **dismissed**. However, the Tenant must allow the Landlord access to the rental premises in order for the Landlord carry-out their responsibilities under the Act.

Remediation and repair

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: (i) demolition; (ii) change the use of the rental premises to an use other than that of rental premises, or (iii) make repairs or renovations so extensive as to require a building permit and vacant possession of the rental premises; and (b) has obtained all necessary permits or other authorizations that may be required.

The Landlord's legal counsel spoke to the requirement for vacant possession of the rental premises to carry out remediation and repairs.

Legal Counsel spoke to paragraph 54(1)(e) of the Act, where the tenancy agreement between the parties has been frustrated because the residential complex is deemed to be unsafe due to multiple hazards and requires complete vacancy in order for remediation (asbestos) and repairs to restore the residential complex to a safe and habitable state.

Due to the conditions of the residential complex, a request was made under subsection 59(1.2) which states if the rental officer determines that the landlord requires the rental premises for reasons relating to the safety of the tenant or the public or to satisfy a standard or requirement imposed by law, the rental officer may terminate the tenancy on an earlier date.

Legal Counsel spoke to a fire occurring in the residential complex. The fire department attended and extinguished the fire. Counsel stated, damage was done to the structure of the building and the fire department also caused damages when gaining access to the different units. As a result the Fire Marshal inspected the residential complex and deemed the building not in compliance with fire code. The Fire Marshal gave the Landlord an expedited time line to remedy defects or to ensure the building was to be vacated. Counsel noted the Landlord was unable to meet the time lines imposed by the Fire Marshal because they were unable to obtain a compliancy contractor before the time line expired, and their attempts of bring the complex to code was stifled by vandalism or theft. It was stated the Landlord's insurer and company contracted for repairs had concerns due to the presence of asbestos, which would risk the health of the occupants. Counsel noted prior to the current issues, the residential complex was in compliance.

To support the claim, Legal Counsel pointed to the evidence, specifically the September 12, 2025 "Order Letter" from the Fire Marshal. The Order outlined compliance requirements to remedy the safety issues. Also submitted was email correspondence between the Landlord's representative and a fire prevention service contractor. The email noted the fire prevention service contractor did not have staff available to do the work to meet the time line outlined by the Fire Marshal.

Counsel stated the Fire Marshal recently attended and expressed disappointment that the residential complex was not in compliance and remained occupied. This was supported by an exhibit outlined in the affidavit of the property manager. Counsel noted the Landlord is attempting to comply with the Fire Marshal's order but cannot fully comply as the contractor hired to do the work requires vacant possession of the residential complex, because of remediation requirements.

Legal Counsel also spoke to the Landlord's frustration on maintaining the residential complex. Counsel noted there were numbers of other safety concerns. Counsel stated, the building being broken into by guests of some occupants and other unauthorized visitors. Vandalism and illegal activities are occurring in the complex. This has resulted in the Landlord employing security. To support the claim, were photos of condition of the residential complex and security reports. Legal Counsel noted the security company has expressed safety concerns

based on the activities and volume of incidents. The Landlord believes a complete overhaul of the security system is required but the complex's condition makes it unsafe to carry out the work.

Legal Counsel spoke to the asbestos reports. Counsel again spoke to the requirement for the contractor to carry out the remediation and repairs. It was also noted the contractor would not proceed with work due to health and safety concerns unless the complex was vacant. To support the statement was letter from contractor which stated, *"I must emphasize that this restoration project cannot commence until the building has been completely vacated. The presence of exposed asbestos and numerous other health and safety hazards make it unsafe for any occupancy during the restoration process. As set out by the WSCC's employer health-and-safety framework for the Northwest Territories, safe control of the work environment is mandatory before starting remediation. No one can be permitted to reside in the building while work is ongoing".*

Legal Counsel pointed to the real concern of safety for the Tenant should they remain in the rental premises or residential complex during remediation and repair process.

The Rental Officer questioned and was informed the Landlord had the appropriate permits as required under paragraph 59(1)(b).

In review of the evidence and testimony, I am satisfied the Landlord attempted to take steps to allow the Tenant to remain in the rental premises and residential complex during the repairs and remediation. However, as indicated by the contractor, the complex needs to be vacant because of exposure risk, as the hazards make it unsafe for occupancy during the restoration process.

While not initially requested for, due to testimony of permits being in place, I later requested copies of the permits to validate the claim under subsection 59. The Landlord provided a permit for demolition as requested. It was noted the permit was issued on November 13, 2025. 10 days after the hearing took place to the contractor. Investigation noted the application for the permit was done on November 7, 2025. Four days after the hearing. While it was most likely not intentional, I find the Landlord was not fully comply with the application under subsection 59(1) because they had not obtained the permit prior to the application, as required under paragraph 59(1)(b). I find the Landlord's claim under Subsection 59(1)(a)(iii) to be **invalid**. However, based on the evidence, testimony and affidavit provided, I find it would be unsafe to the Tenant's health to remain in the rental premises or residential complex due to the risk of exposure during the remediation.

Termination of the tenancy agreement and eviction

Paragraph 54(1)(e) of the Act provides for a landlord to give a tenant at least 10-days written notice to terminate the tenancy agreement where the tenancy agreement has been frustrated.

Subsection 54(4) of the Act specifies that where a notice is given under subsection 54(1) the landlord must make an application to a rental officer for an order to terminate the tenancy agreement. The termination of the tenancy under section 54 is not enforceable or binding without an order by a rental officer.

While at no fault of the Tenant, based on the evidence and testimony, I am satisfied the tenancy agreement between the parties has been frustrated because of the fire, the condition of the rental premises and the Landlord's requirement to remediate and renovate the residential complex to ensure the National Fire Code as indicated by the Fire Marshal and the requirement to have the rental premises vacated because of the hazardous materials which need to be remediated.

Orders

An order will be issued:

- terminating the tenancy agreement on January 3, 2026 (p. 54(1)(e)) ; and
- evicting the Tenant from the rental premises on January 4, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer