

IN THE MATTER between **RLD**, Applicant, and **CN and LC**, Respondents;

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-

CN AND LC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **November 6, 2025**

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

Appearances at Hearing: **JL, legal counsel for the Applicant**

AR and LSS, representing the Applicant

PA, legal counsel for the Respondents

CN and LC, representing the Respondents

EE, support for the Respondents

Date of Decision: **November 21, 2025**

REASONS FOR DECISION

An application to a rental officer made by MR LLP, on behalf of RLD, as the Applicant/Landlord against CN and LC as the Respondents/Tenants 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 Respondents by email and deemed served on October 27, 2025.

The Applicant alleged the tenancy has been frustrated to health and safety issues as the residential complex requires a complete restoration due to a fire, along with the discovery of Asbestos-based construction materials and other related hazards. The Applicant also alleged the Respondents failed to pay rent, breached their obligation to maintain the rental premises in an ordinary state of cleanliness, disturbed the Landlord's quiet enjoyment of the rental complex, by acting in bad faith by making misrepresentations to a rental officer at a previous hearing, resulting in the Respondents obtaining an abatement of rent. A request for release of funds being held in trust by the Rental Officer, and an order was sought for an expedited termination of the tenancy agreement, and eviction.

An expedited hearing was requested by the Applicant citing safety concerns for the residential complex and tenants due to a fire which resulted in the requirement for complete remediation and renovation. A hearing was scheduled for November 6, 2025, by three-way teleconference. JL appeared as Legal Counsel for the Applicant. AR and LSS appeared as representatives for the Applicant. PA appeared as Legal Counsel for the Respondents. CN and LB appeared as the Respondents. EE appeared as support for the Respondents. 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 Respondents as the Tenants

Tenancy agreement

Evidence presented established a fixed term tenancy agreement was in place between the Tenants and the previous Landlord from November 1, 2022 to April 30, 2022. It was noted the dates on the tenancy agreement could not be accurate. The tenancy was renewed as a month-to-month tenancy. On February 2, 2023, the Landlord purchased the residential complex.

Subsection 19(1) of the Act states, where there is a change of landlord, all rights and obligations arising under the Act, and any other additional rights and obligations arising under a written tenancy agreement, bind the new landlord.

As the parties did not enter into a new tenancy agreement, the terms and conditions of the original tenancy agreement remain in place. I am satisfied a valid month-to-month tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #18294, dated June 27, 2024, and filed under Supreme Court File #S-1-CV-2025-000301, 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 a good state of repair, fit for habitation, and in compliance with all health, safety, maintenance and occupancy standards required by law, and 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.

Rental Officer Order #18713, dated October 2, 2025, and filed under Supreme Court File #S-1-CV-2025-000237 required the Landlord comply with their obligation to provide vital services to the rental premises and not breach that obligation again. Required the Landlord comply with their obligation 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 not breach that obligation again. Required the Landlord to comply with their obligation to repair the doors to the rental premises and residential complex, address the drain issue in the bathtub, and insect infestation. Required the Landlord to comply with their obligation not to disturb the Tenant's possession or enjoyment of the rental premises or residential complex, and must not breach that obligation. Required the Landlord apply a 40% credit to the rent starting June 1, 2025 until September 1, 2025, and apply a 30% credit to the rent starting October 1, 2025, and each month thereafter until such time satisfactory proof of repairs are done to the rental premises and residential complex. Have the Tenants pay all future rent to the Rental Officer to be held in trust, until such time as the repairs are completed in accordance with paragraph 3 of the order.

The orders noted above required the Landlord to carry out specific repairs in order to comply with their obligations under the Act. Upon the Landlord's failure to adhere to the order, remedies were put into place. One order was for the Tenants to pay future rent to the Rental Officer until such time the obligations were met and the second order was for the abatement of rent for losses suffered by the Tenants by the Landlord's failure to meet the requirements of the first order and new issues that had arisen.

In review of the evidence and testimony, the Landlord failed to adhere to the orders issued which required them to maintain the obligation of maintaining the rental premises .../4

in a state as required by the Act. It was acknowledged under the affidavit of the Landlord's representative, they were unaware of the other building issues until it became public and only after a period of time did they start to address the concerns.

I also note the evidence and testimony at the hearing provided sufficient proof the Landlord has now met the requirements of repairs to the rental premises and residential complex to end the rent abatement and return of rent to the Landlord. The Tenants are to recommence payment of rent to the Landlord.

Disturbances

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

Subsection 43(1) of the Act states, a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Subsection 43(2) of the Act states, a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

A claim was made that the Tenants misrepresented issues and abused the rental officer's authority under the Act to obtain an abatement of rent under rental officer order #18713. In doing so, it was a breach of the agreement and Tenant's obligations under the Act. The Landlord's legal counsel pointed to the Landlord not knowing of the issues at the residential complex until learning about them in the media. The Landlord's legal counsel stated a Landlord's representative attended the rental premises a couple weeks later and determined issues brought forward were unfounded. After the inspection was conducted, one of the Tenant signed off the inspection. To support the Landlord's claim was the signed inspection under exhibit "B" of the affidavit from a Landlord's representative. It was also noted there was a hot water issue which had since been addressed. The Landlord's legal counsel noted this breach should also be considered for the termination of the tenancy agreement.

The Landlord's legal counsel expressed a concern the Tenants were inviting people into the residential complex and causing disturbances, and to the challenges of having the unauthorized people removed from the residential complex.

The Tenant's legal counsel disputed the claim of the Tenants causing disturbances. They pointed to the daily security logs which contained no mention of disturbances or damages in relation to the Tenants' or their guests.

The Rental Officer explained to all parties, the Tenant's responsibility in relation to guests .../5

causing disturbances. The Tenants acknowledged their responsibilities when having guests.

In review of the evidence in the application and testimony, I do not find any evidence of the Tenants caused disturbances.

I also note because the residential complex has not been maintained as required under the Act, the Landlord breached their obligation not to cause disturbances to the Tenants.

Frustrated contract

The Landlord's legal counsel claimed the tenancy agreement between the parties had been frustrated due to the residential complex being no longer structurally safe due to damages from the fire, and the requirement of remediation and renovation. As a result of the issues the complex needs to be vacated for the work to be done correctly and safely.

The Tenant's legal counsel acknowledged the Landlord would like the residential complex vacated to carry out repairs. It was noted the Tenants wish to leave, but currently have no other place to reside. Once they find a new residence, they will vacate. The Tenants have no desire to impede the Landlord's ability to carry out repairs to the residential complex. To support the Tenants intentions. It was also noted, the Tenants have worked to maintain adequate housing, and the Landlord has not maintained their obligations under the Act, the Landlord frustrated the contract and the Tenants are the ones facing homelessness. The Tenant's legal counsel pointed to issues with the residential complex being outside of the Tenants control, but is the Landlord's responsibility. Because of this, the Tenants are suffering the consequences. A concern was raised on the basis the Landlord is benefiting from them frustrating the contract, and the tenancy should not be terminated because of this.

Fire

The Applicant's legal counsel spoke to a fire occurring in the residential complex on May 29, 2025. The fire was extinguished by the local fire department and while doing so the residential complex suffered damages, which included the doors to the rental units. This resulted in the Fire Marshal visit, where it was determined the residential complex did not meet code requirements under *National Fire Code of Canada 2020* and the *Fire Prevention Regulations*. As the Landlord was in a non-compliance, an expedited timeline was given to remedy the deficiencies, and if not done, was to ensure the residential complex was vacated.

The Applicant's legal counsel stated the Landlord was unable to meet the timeline given due to their inability to get the required contractor, and when they attempted to do the work themselves, it was stifled by vandalism and theft. It was also noted the Landlord's insurance provider expressed concerns over the safety and risk to the health of tenants due to the presence of disturbed asbestos.

The Landlord's legal counsel stated, previously to the fire occurring, the Landlord was in compliance. To support the Landlord's claim was a September 12, 2025 letter "Order" from the Fire Marshal identifying deficiencies and corrective action to be taken with timelines outlined, Fire Prevention Code requirements, communications from a contractor, the fire inspection report from the 2024 inspection.

The Landlord's legal counsel noted the Fire Marshal conducted a follow-up inspection, and expressed concerns of non-compliance to the "Order" and the complex remained occupied. To support the claim was an email evidence submitted under an exhibit "C" in the affidavit from a Landlords representative.

The Tenant's legal counsel spoke to the requirements of the Fire Marshal's report for the Landlord to make changes to meet compliancy requirements. By meeting these compliancy issues, the Tenants could remain housed. It was because the Landlord did not meet the deadline given, the residential complex needed to be vacated.

The Rental Officer questioned and the Landlord's representative verified a fire watch was put in place under direction of the Fire Marshal. The Landlord's representative stated they are required to do a hourly building check. Upon request, the hourly inspection reports were provided. The Landlord's representative also verified the fire prevention contractor started the inspection process.

Safety

The Landlord's legal counsel stated there are safety concerns at the residential complex. The complex is constantly being broken into and unauthorized occupants are taking up residence. Once inside these people are involved in illegal activities. This resulted in the Landlord obtaining a security contractor. It was noted, there are daily occurrences and h the RCMP are often in attendance. This was also reason the Landlord has not been able to meet the Fire Marshal's "Order". It was also noted the security contractor has expressed safety concerns. To support the claim, were photos of the residential complex, and security reports.

Hazardous materials

The Landlord's legal counsel noted the residential complex contains disturbed asbestos. To support the claim was an asbestos report. Whereas there was no issue earlier, but an event had caused a disturbance to the asbestos. While the levels are low, it remains unsafe.

To address the asbestos issue, a contractor was obtained to abate and renovate the residential complex. It was also stated the contractor and insurer require the residential complex to be vacant before work to be started safely.

To support the Landlord's claim was a letter from the Landlord's remediation and renovation contractor under exhibit "D" of an affidavit from a Landlord's representative.

The Tenant's legal counsel acknowledged of the dangers of exposure to asbestos, and stated the Tenants are choosing to live at risk, rather than the dangers of being unhoused.

Insect infestation

The Landlord's legal counsel stated there is an infestation in the residential complex. A pest control contractor attends the residential complex on a monthly basis. It was noted the contractor has not entered the Tenant's rental premises, as they have been focussing on known infestation areas. When the Landlord's representative attended the Tenant's rental premises after the previous order was issued, they did not find evidence of insects.

It was stated to fully treat of the residential complex, the building would need to be vacant.

Laundry issues

The Landlord's legal counsel spoke to the supplied laundry facilities. The Landlord is having difficulty maintaining the facilities. Multiple appliances had been purchased and repairs done, but damages are continuously being done to the laundry facilities.

The Landlord's legal counsel stated due to the multiple issues, the tenancy agreement between the parties has been frustrated and can no longer continue.

The Rental officer requested and was provided proof the Tenants were given a 10-day notice of termination referencing the contract between the parties being frustrated. The notice was dated October 3, 2025, with a termination date of October 13, 2025. The notice indicated the contract was frustrated because the Landlord could not ensure the building was safe for tenants, due to building structure and security issues. It also noted the building needed to be vacated for abatement purposes.

Cleanliness

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

The Tenant's legal counsel noted there was no evidence in the application pointing to the Tenants contributing to the issue of cleanliness to the rental premises or residential complex. Evidence provided under exhibit "B" of the Landlord's representative's affidavit indicated the rental premises was clean.

The Landlord's legal counsel acknowledged cleanliness was not an issue as was pointed out in the affidavit and **withdrew** the claim.

Payment of rent

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 Tenant's legal counsel pointed to the Landlord's claim the Tenants failed to pay rent is inaccurate, as the Tenants are paying rent to the Rental Officer as ordered. To support the claim were payment receipts.

The Landlord's legal counsel **withdrew** the claim.

During the hearing, the Rental Officer gave an oral record of account. During the review, I noted a calculation error in the accounting. Below is the calculation of rent for orders #18294 and #18713:

Date	Rent Charge	Rent Paid	Comments	Approved Rent
October 2024	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
November 2024	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
December 2024	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
January 2025	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
February 2025	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
March 2025	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
April 2025	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
May 2025	\$2,050.00	\$2,050.00	Paid in full	\$2,050.00
June 2025	\$2,050.00	\$2,050.00	40% abatement	\$1,230.00
July 2025	\$2,152.50	\$2,152.50	40% abatement	\$1,291.50
August 2025	\$2,152.50	\$2,152.50	40% abatement	\$1,291.50
September 2025	\$2,152.50	\$2,152.50	40% abatement	\$1,291.50
October 2025	\$2,152.50	\$2,152.50	30% abatement	\$1,506.75
Total	\$27,060.00	\$27,060.00		\$22,826.75

Based on testimony and evidence, I find the Landlord met the terms of the orders to the best of their ability. After the abatement is applied, I am satisfied the Landlord is entitled to the return of rent under subsection 30(2.2) for the months of October 2024 through October 2025 in the amount of \$22,826.75. **The balance of the rent paid in the amount of \$4,233.25 will also be paid to the Landlord as a rent credit on behalf of the Tenants.**

Remediation and repair

Subsection 59(1) of the Act states a landlord may apply to a rental officer to terminate a tenancy 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 the necessary permits or other authorizations that may be required.

Subsection 59(1.1) of the Act states, a rental officer who determines that a landlord, in good faith, requires the rental premises for a reason referred to in subsection (1) may make an order: (a) terminating the tenancy (i) in the case of a periodic tenancy, on the last day of a period of the tenancy that is not earlier than 90 days after the application is made.

Subsection 59(1.2) of the Act states, notwithstanding subsection (1.1), if the rental officer determines that the landlord requires the rental premises for a reason 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 agreement on an earlier date.

The Tenant's legal counsel acknowledged the residential complex needs major repairs since the fire. Because of this, other issues arose, such as the disturbed asbestos, and moisture. They spoke to the Landlord's breach of the previous order not being followed and the consequences of the inaction. The Tenant's legal counsel questioned the Landlord providing the required proof under subparagraph 59(1)(a)(iii) and paragraph 59(1)(b). The Tenant's legal counsel spoke the Tenants' rights of first refusal. Should the Rental Officer determine the tenancy be terminated and allow three months for the Tenants to obtain alternative housing. It was noted the Tenants have been working with a service provider to obtain alternative housing.

The Rental Officer questioned the Landlord, when on the discovery of asbestos, why did they not take steps to relocate the Tenants. In response, the Landlord's representative stated the residential complex in question is the only residential building in the Landlord's portfolio.

The Rental Officer questioned and advised the necessary permits were already in place. Upon request, a copy of demolition permit was provided. In review, I noted the permit was issued on November 13, 2025, 7 days after the hearing took place. Investigation found the permit application was done on November 7, 2025, the day after the hearing. .../10

While it was most likely not intentional, I find the Landlord did not fully comply with the application requirements under subsection 59(1), as the permit had not been obtained prior to the application, as required under paragraph 59(1)(b). I find the Landlord's claim under subparagraph 59(1)(a)(iii) to be **invalid**.

Termination of the tenancy agreement and eviction

Subsection 30(1) of the Act states, A landlord shall: (a) provide and maintain the rental premises, the residential complex and all serviced and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during 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.

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.

As the notice to terminate ended on October 13, 2025, and the application to a rental officer was received by the Rental Office on October 8, 2025 and filed on October 9, 2025, I am satisfied the Landlord filed the application within a sufficient period of time to solidify the termination of the tenancy agreement.

While at no fault of the Tenants, based on the evidence and testimony, I am satisfied the tenancy agreement between the parties has been frustrated due to the fire, the presence of disturbed asbestos, and Landlord's requirement to remediate the hazardous material and to renovate the residential complex to ensure the National Fire Code is met.

I also note, based on the evidence, testimony, it would be unsafe for the Tenants to remain in the rental premises or residential complex due to the risk of exposure during the remediation.

Orders

An order will be issued:

- requiring the Landlord not to disturb the Tenant's quiet enjoyment of the rental premises or rental premises and not breach that obligation again (p. 34(2)(a), p. 34(2)(b));

- terminating the tenancy agreement between the on January 15, 2026 (p. 54(1)(e)); and
- evicting the Tenant from the rental premises on January 16, 2026 (p. 63(4)(a))

Jerry Vanhantsaeme
Rental Officer