

IN THE MATTER between **DL**, Applicant, and **WC**, 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:

DL

Applicant/Landlord

-and-

WC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 14, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DL, representing the Applicant
	EB, witness for the Applicant
	WC, representing the Respondent
Date of Decision:	November 16, 2025

REASONS FOR DECISION

An application to a rental officer made by DL as the Applicant/Landlord against WC as the Respondent/Tenant was filed by the Rental Office on October 21, 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 by on October 22, 2025.

The Applicant alleged the Respondent has accumulated arrears, caused damages, disturbances, breached terms of the tenancy agreement, failed to maintain the rental premises in an ordinary state of cleanliness and endangered the safety of the Landlord and other tenant.

An expedited hearing was requested by the Applicant citing safety concerns for the rental premises and other occupant due to the Tenant using a heater, which caused the heat in the rental premises not to function correctly, endangering the residential complex. A hearing was scheduled for November 14, 2025, by three-way teleconference. DL appeared as the Applicant. EB appeared as a witness for the Applicant. WC appeared as the Respondent. I reserved my decision for the Respondent to provide evidence spoken to 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.

Tenancy agreement

Testimony presented established the Applicant purchased the rental premises from their landlord. The tenancy agreement included in the application package was only signed by the previous owner and the Applicant. It did not contain any other signatures or names in relation to the current tenant and other occupant. The Tenant's rental premises is a room in the Applicants home.

The Tenant testified there was a signed tenancy agreement with the previous landlord but they no longer had a copy. The Tenant testified under the tenancy agreement there was an obligation to pay a portion of the utilities. Each occupant was responsible for a utility or service.

The Tenant noted when the Landlord purchased the unit, they made changes rather than follow the terms of the original tenancy agreement. The Tenant stated they had space in the garage but the Landlord took complete control of the garage. The witness stated the garage space belonged to the Landlord.

Subsection 9(1) of the Act states, a tenancy agreement may be implied, written or implied. As there was no evidence of a written tenancy agreement. I am satisfied there is an oral month-to-month tenancy agreement between the parties in place.

Heating and endangerment of the residential complex

Subsection 33(2) of the Act, states, during the tenancy, the landlord shall not (a) withhold or cause to be withheld the reasonable supply of a vital services that the landlord is obligated to supply under the tenancy agreement; or (b) deliberately interfere with the supply of a vital services, whether or not the landlord is obligated to supply under the tenancy agreement.

The Landlord claims that the Tenant is using a ceramic heater, which kept the furnace from engaging as the room temperature is above the furnace's engaging temperature. By doing this the residential premises is at risk of freezing and flooding, which in turn endangers surrounding units within the condominium complex. The Landlord also stated that the Tenant's plants near the heater are continuously shedding leaves and creating a fire hazard. The Landlord stated they requested the Tenant not to use the heater. The Tenant's actions make the unit unsafe to the Landlord and the other occupant.

The Landlord spoke to the photo evidence provided, which showed the Tenant had accumulated multiple beverage containers and placed them throughout the shared spaces. Boxes were noted to be covering heat registers. The Landlord spoke to the concern that due to the registers being blocked, the effectiveness of the heating is reduced.

The Landlord also spoke to the Tenant's behaviour in the past winter, when they would leave a kitchen window unlocked. In doing so, the window would open and allow cold air in. The Landlord spoke to how pipes could freeze in winter temperatures.

The Landlord's witness spoke to the function of the thermostat, and as a result of the Tenant's heater, the thermostat would not engage. The witness also spoke to thermostat being set at 21 degrees.

In response to the claim, the Tenant stated they contacted the Landlord via text message regarding lack of heat, and noted they pay for utilities as well. The Landlord did not immediately respond. When they responded, they told the Tenant not to use the heater. The Tenant advised the Landlord they are using the heater because they were cold.

The Rental Officer questioned if they had frozen pipes. In response, the Landlord stated that on a cold day the water did not flow well because the Tenant had their heater turned on. The Rental Officer also asked about who controlled the heat. In response, the Landlord stated the

thermostat has a maximum temperature, and all occupants of the unit have the ability to adjust the temperature. The Tenant denied the Landlord's statement. The Landlord stated they and the other occupant showed the Tenant how to use the thermostat. The witness verified there is a password on the thermostat, but only for programming. The Rental Officer questioned the location of the heater from the thermostat. The Tenant claims it is farther away from the thermostat than what the witness stated. The witness confirmed the heater is close enough to the thermostat that is not able to function as required. The Tenant spoke to the furnace not running when it should have.

In review of the text conversations, the Tenant expressed they were using the heat because they were cold.

Based on the evidence and testimony, I find the Landlord did not provide appropriate heating as the Tenant advised them of being cold, hence they used the heater. I also find because the Tenant was forced to use the heater, the functionality of the furnace was affected. If the Landlord had addressed the heating aspect earlier, the chance of freezing would be reduced. I find both parties at fault.

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 and accumulated approximately \$10,000.00 in rental arrears. The Landlord requested the tenancy be terminated in accordance with paragraph 54(1)(g).

The Rental Officer questioned if they had served the Tenant with a 10-day notice as outlined under 54(1)(g). In response, the Landlord stated they had not. The Rental Officer explained how subsection 54(1) of the Act is applied.

The Rental Officer pointed to the Landlord not providing evidence of rental arrears such as a statement of account for the rent. It is the Landlord's burden of proof to show non-payment of rent.

The Tenant denied the Landlord's claim for unpaid rent. They stated they paid rent as required. If they were going to late paying, they would inform the Landlord. The Tenant stated they informed the Landlord they would be late for November. To support the Tenant's claim, was a text message to the Landlord.

As the Landlord did not provide evidence, the claim for arrears is **dismissed**.

Tenant damage

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or person permitted on the premises by the tenant and under subsection 42(3)(e), where, on the application of a landlord to a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order: (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Landlord stated the Tenant has caused damages to the rental premises and failed to repair. The Landlord spoke to damages on the kitchen counter. To support the claim were photos of a counter top. The Landlord also spoke to other damages caused by the Tenant. No evidence was submitted in regards to other damages.

The Tenant questioned why they would be responsible to pay for damages in which they have not received the invoices.

The Rental Officer pointed to the Landlord not providing sufficient evidence to support their claim. Not to say there were no damages caused by the Tenant, but the Landlord did not meet the burden of proof for the claim. The claim for damages is **dismissed**.

Disturbances

Section 43 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.

Section 34 of the Act states, a landlord shall not disturb a tenant's possession or quiet enjoyment of the rental premises or residential complex.

The Landlord testified the Tenant has caused disturbances in the rental premises and residential complex. The Tenant has disturbed the neighbouring unit by playing loud music. The Landlord also stated that the Tenant is a drinker. The Tenant stated for medical reasons they have adjusted their lifestyle, but do like to enjoy themselves.

In response to the claim, the Tenant stated their room is adjacent to the neighbouring unit. The Tenant stated they have not received a complaint from the neighbour. The Tenant also stated, the other occupant resided on the other side of the unit and the Landlord resides below them. The Tenant also provided text message conversations between them and the Landlord. The Landlord disputed the Tenant's claim of not causing noise, they stated the neighbour had attended the rental premises earlier due to the noise from the Tenant's entertainment system. In response to the neighbour coming to discuss the noise, the Tenant stated that incident occurred in 2019.

In review of the evidence and testimony, specifically the texts, I note the messages were heated due to both parties expressing valid concerns and not listening to each other.

I find both parties have disturbed the other's quiet enjoyment.

Utilities and services

Section 45(1) of the Act specifies a tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

The Landlord claimed the Tenant has outstanding utility charges, rather than paying, they spend money elsewhere.

In response to the claim, the Tenant stated that under the tenancy each party paid towards utilities. Each one was responsible for a specific account. The Tenant testified that the costs were getting high and when they asked to see the bills, they were not provided with complete copies. As a result, they stopped making payments.

As the Landlord failed to provide evidence of the charges, the claim for utilities is **dismissed**.

Cleanliness

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

To support the Landlord's claim were photos of the interior of the rental premises where the Tenant had accumulated multiple glass and plastic beverage containers. The Landlord spoke to the photos of items blocking the heat registers.

The Rental Officer questioned the beverage containers. The Tenant stated that they had lost their storage space and needed to store them somewhere. After a period of time, they take them to the recycling depot. The Rental Officer pointed to the large number of containers being stored throughout the rental premises and noted that they were covering heat registers. The Tenant stated they store them for approximately a month. The Rental Officer questioned, and the Tenant confirmed that the containers are being kept in a shared space.

The Tenant stated the photo of the laundry was not theirs. The witness confirmed the laundry belonged to them. The Rental Officer questioned why the Landlord presented evidence of the laundry knowing it did not belong to the Tenant. When the Rental Officer questioned the additional evidence, the Landlord confirmed some of the photos were taken over a period of time, to show the condition of shared space.

I find the Tenant has not maintained the shared space of the rental premises in a state of ordinary state of cleanliness.

Termination of the tenancy agreement and eviction

Subsection 83(1) of the Act states, after holding a hearing, a rental officer may make any order or decision that has been applied for, or that could have been applied for, that he or she considers justified in the circumstances.

Paragraph 57(c) of the Act states, when on the application of a Landlord, a rental officer determines a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them. The Rental Officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Based on the evidence and testimony, I find the tenancy between the parties to be degraded because the Tenant has not maintained an ordinary state of cleanliness and has endangered the rental premises by using an alternate heat source, which had caused issues with the building heat.

Orders

An order will be issued:

- requiring the Landlord to 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 Tenant to immediately stop using the portable heater in the rental premises due to the effects caused to the vital services on the rental premises and residential complex (s. 33, ss. 83(2));
- requiring the Tenant not to disturb the Landlord's quiet enjoyment of the rental premises and residential complex and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Landlord not to disturb the Tenant's quiet enjoyment of the rental premises and residential complex and not breach that obligation again. (p. 34(2)(a), p. 34(2)(b));
- requiring the Tenant to maintain the rental premises in an ordinary state of cleanliness and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement between the parties effective January 15, 2026 (p. 57(c)); and

- evicting the Tenant from the rental premises on January 16, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer