

IN THE MATTER between **NRR**, Applicant, and **PT**, 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:

NRR

Applicant/Landlord

-and-

PT

Respondent/Tenant

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | December 4, 2025 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | SM, representing the Applicant |
| <u>Date of Decision:</u> | December 6, 2025 |

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against PT as the Respondent/Tenant was filed by the Rental Office on October 23, 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 October 30, 2025.

The Applicant alleged the Respondent caused disturbances, not maintained the rental premises in an ordinary state of cleanliness, caused damages and not allowed the Applicant access to the rental premises after appropriate notice was given. An order was sought for the Respondent to repair damages, pay the costs of repairs, terminate the tenancy agreement and eviction.

A hearing was scheduled for December 4, 2025, by three-way teleconference. SM appeared to represent the Applicant. 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 to review the evidence and testimony.

Preliminary matters

The Applicant submitted into evidence a link to a video. The Applicant picked-up a paper copy of the application package for personal service. Because the link was electronically attached to the application, the Respondent would be unable to review the video evidence. Therefore the video evidence is disregarded.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from August 1, 2019 to July 31, 2020. The tenancy was renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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

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.

The Landlord's representative testified they have received complaints from an adjacent and

unit below the Tenant. The Landlord stated they complaints are concerning the condition of the Tenant rental premises.

Tenant damages and cleaning costs

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

Under subsection 45(2) of the Act, a tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in an ordinary state of cleanliness. Under subsection 45(4) of the Act, where, on an application of a landlord, a rental officer determines that a tenant has breached an obligation imposed by this section, the rental officer may make an order: (d) authorizing any action that is to be taken by the landlord to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses directly associated with the action.

The Landlord's representative stated the Tenant had not maintained the rental premises in an ordinary state of cleanliness, and by doing so has endangered the Landlord's property and the safety of other residents of the residential complex, and caused or contributed to significant property damages to the residential complex. The Landlord's representative also testified maintenance and security personnel raised concerns for residential complex, as it was found that the cigarette butts were strewn around and on flammable surfaces throughout the rental premises by the Tenant. The Landlord also claimed the Tenant did not use a shower curtain, causing damages to the rental unit below and required the occupant below to be relocated.

The Landlord's representative also stated they had difficulty accessing the rental premises, even after providing appropriate notice. RCMP had to intervene because of a concern for both staff and the Tenant's safety. The Landlord's representative noted the Tenant eventually cleaned the rental premises and provided photo evidence of the current condition on December 1, 2025. The Landlord's representative expressed concern that the Tenant will not continue to maintain the rental premises in an ordinary state of cleanliness. The Landlord requested the ability to access the rental premises to ensure it remains in a safe and clean state. The Landlord also claimed the cost of repairs for the rental premises and the unit below.

To support their claim, were photos, security reports, an entry inspection report, notes, emails correspondence.

In review of the photo evidence, it is evident that the Tenant has failed in maintaining the rental premises in an ordinary state of cleanliness. Photos show the rental premises was in an unclean state, as it was littered with garbage, and significant number of cigarette butts strewn throughout the rental premises. I find this to be dangerous to the health and safety of not only the Tenant, but also to other occupants and the residential complex itself.

On December 1, 2025, the Landlord provided updated photos of the rental premises. The updated photos showed that the Tenant addressed many of the cleanliness issues, and the after-effects of not keeping the rental premises clean.

In review of the estimate the Landlord estimated the cost of repairs to be \$4,000.00, while there is definite damages caused by the Tenant or their guests at the rental premises. However, guesstimating cost is not sufficient when making a claim. The claim for cost of repairs is **dismissed**.

Termination of the tenancy agreement and eviction

The landlord withdrew the request for termination of the tenancy agreement and eviction, as the Tenant had taken steps to address the cleanliness.

Orders

An order will be issued:

1. requiring the Tenant not breach their obligation to permit the Landlord to enter the rental premises in accordance with sections 26 and 27 of the Act again (ss. 28(a));
- requiring the Tenant to maintain the rental premises in an ordinary state of cleanliness (p. 45(4)(a));
- the Tenant is prohibited from cause any further damages to the rental premises (p. 42(3)(b));
- requiring the Tenant comply with their obligation not to disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential complex and not breach that obligation again (p.43(3)(a), p. 43(3)(b));

Jerry Vanhantsaeme
Rental Officer