

IN THE MATTER between **MPP**, Applicant, and **HNT**, 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 **Janice Laycock**, Rental Officer, regarding a
rental premises located within the **city of Yellowknife, in the Northwest Territories;**

BETWEEN:

MPP

Applicant/Tenant

-and-

HNT

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 17, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MPP, Applicant

PS and KW, representing the Respondent

Date of Decision: January 5, 2026

REASONS FOR DECISION

An application to a rental officer made by MPP as the Applicant/Tenant against YHA as the Respondent/Landlord was filed by the Rental Office February 28, 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 on March 5, 2025.

The Applicant claimed that the Respondent had repeatedly disturbed their possession or enjoyment of the rental premises, had not provided proper notice for entry, and had not maintained the rental premises in a good state of repair and complied with standards required by law. They sought compensation for these breaches under paragraph 34(2)(c) and subsection 28(b) of the *Residential Tenancies Act* (the Act), as well as remedies under paragraphs 30(4)(c) and 30(4)(d) of the Act.

A hearing was held on April 9, 2025, by three-way teleconference. The Applicant, MPP, appeared at the hearing, as did PS, representing the Respondent. At the hearing the Respondent requested an adjournment as a key staff member, whose participation is essential to the proceeding, was not available. After some discussion with the parties, I agreed to proceed with the Applicant's claim relating to disturbances resulting from the Respondent sharing the Applicant's identity. A decision on this matter was issued on April 16, 2025. I agreed to hear claims relating to other disturbances, and to hear other issues relating to improper notice to enter, and claims relating to maintenance/other standards, at a later date.

A hearing to resume consideration of this Application was scheduled for May 28, 2025, and the parties were provided notice. This hearing was rescheduled at the request of the Respondent as their staff was not available on that date. A hearing was scheduled on June 4, 2025 but was rescheduled to June 11, 2025, to accommodate the Applicant's request that the hearing be in person. The June 11, 2025, hearing was rescheduled at the request of the Applicant due to a medical emergency. Further hearing dates were scheduled (August 13, 2025, October 15, 2025 and October 29, 2025), notices provided to the parties, and then rescheduled at the request of the Applicant due to medical issues and related appointments.

In granting the rescheduling of these hearings, I noted to the parties that the Applicant's requests for adjournments have not been made for frivolous reasons and they are contending with medical issues and association appointments and for that reason I had granted the past requests to reschedule hearings. However, under section 75 of the of the Act, a Rental Officer is required to "adopt the most expeditious methods of determining the questions arising in any proceedings and ensure that rule of natural justice are followed". I noted that I thought it

benefits all parties, and is fair to do our outmost to resume hearing this application, and encouraged the parties to make themselves available for a hearing in December.

A further hearing was scheduled for December 17, 2025, based on the availability of all parties and notices were sent to the parties. On November 25, 2025, the Applicant requested a further delay in the hearing as they were not confident that they would have all of their evidence ready. I denied their request for a further delay, suggesting that if needed they could bring evidence to the in-person hearing scheduled for December 17, 2025.

An in-person hearing was held on December 17, 2025. The Applicant, MPP attending the hearing. KW and PS, appeared representing the Respondent. I reserved my decision at the hearing in order to review the evidence and testimony and pending receipt of information relating to repair of a plugged kitchen trap.

Preliminary matter

At the previous hearing, I pointed out that the application was made against YHA, however as the YHA is an agent acting on behalf of HNT, the style of cause would be amended accordingly.

Tenancy agreement

At the previous hearing, it was established that a valid tenancy agreement for subsidized public housing is in place commencing on September 5, 2013, and continuing month to month. The rent is currently \$80.00 per month.

Landlord's obligation to repair

The Applicant claimed that the landlord had breached their obligation to repair under paragraph 30(1)(a) and 30(1)(b) as set out in subsection 30(2) of the Act.

30(1) "A landlord shall

(a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord whether or not included in a written tenancy, 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."

30(2) "Any substantial reduction in the provision of services and facilities is deemed to be a breach of subsection (1)".

In their application and at the hearings the Applicant raised issues relating to:

Repairs - The Applicant disputed costs paid for repairs relating to replacement of a cracked toilet and unplugging the kitchen sink, and continuing issues with a shelf they claimed was not properly attached. They felt they should not have paid for the repairs, and that the shelf should be properly installed by the landlord.

- \$482.85 - Toilet - The Applicant provided as evidence the statement received February 27, 2025, detailing the charges from the Landlord to replace the toilet totalling \$482.85, as well as Invoice #135445A detailing the charge and GST, as well as documents confirming the invoice had been paid. The Applicant testified they had paid this amount because they didn't want to be in arrears even though they disputed the charge. They claimed the toilet had a small crack which was wear and tear and not damage on their part.

When the Applicant disputed the charge for the toilet, the Respondent replied (email to the Applicant dated January 14, 2025) "we have reviewed the invoice for replacing the toilet in your unit. Our approach aligns with the National Association of Home Builders Depreciation Guide, which considers toilets to have a lifetime expectancy when maintained properly. Based on this, the charge for the toilet damage will remain as tenant damage". The Respondent also provided at the hearing a copy of the work order #447059, detailing the work to replace the toilet, reiterating that toilets don't break the tenant was responsible for the damages and the costs to repair.

At the hearing I pointed out that the useful life of a toilet based on the NWT Rental Office Useful Life Policy is 20 years. The parties agreed that the Applicant had been in the unit for about 8 years, however, the Respondent was unable to tell us the actual age of the toilet which was in the unit when the Applicant moved in. The Applicant replied that the depreciated value would only be applied if they were responsible for the damages. They testified that they did not damage the toilet, and there could be other reasons for it cracking.

I agree with the Applicant that it is equally possible that the toilet cracked after use and could be considered the responsibility of the landlord to replace. The Respondent, other than asserting that toilets don't usually break, has not provided evidence that the crack in the toilet was caused by the Applicant and not as a result of wear and tear. I believe the amount paid to replace the toilet totalling \$482.85, should be refunded to the Applicant, and will so order under 30(4)(d) of the Act.

- \$136.50 - Kitchen sink - The Applicant provided as evidence the statement received February 27, 2025, setting out the charges of \$136.50 owing for repairs to the kitchen sink that was backing up, as well as the Invoice 136093A. They testified that they had .../7

paid this amount but disputed the charge.

The Respondent provided at the hearing a copy of the work order TD 446831, dated November 21, 2024, which reports “found foreign objects in ks drain. Broke our ks drain auger on it”. The Respondent reported that they trusted their workers to report accurately what had happened. I asked but neither Respondent attending the hearing had direct knowledge of what had happened or what the foreign objects were.

The Applicant testified they had been at the unit when the plumber came to unplug the kitchen sink and saw them pull out a bunch of hair that was blocking the drain, they denied placing something down the drain.

At the hearing I asked if the p-traps were regularly cleared as it is possible over time to build up materials. According to the Respondent this was not part of their regular maintenance, but they would address it if issues arose.

I reserved my decision and asked the Respondent to check with their plumber and find out what the foreign object was they removed and at the request of the Applicant confirm the date they removed the object.

After the hearing it was confirmed the work took place on November 21, 2025, and according to a written statement from the plumber who completed the work, the object removed was a metal straw blocking the drain and the Tenant apologized saying it was probably her son’s. The Applicant disputed this testimony, claiming that they have never purchased or allowed metal straws in their home because of the risk associated with their use.

Based on the evidence and testimony I am not satisfied that the block in the kitchen drain was caused by the actions of the Tenant or their children. As the p-trap was not routinely cleaned out the metal straw could have been in there prior to the tenant taking possession of the unit and this and other matter such as hair, grease, coffee, etc. could have accumulated around the object resulting in the plugged trap. I believe the amount paid totalling \$136.50 should be refunded to the Applicant, and will so order under 30(4)(d) of the Act.

- Shelving - The Applicant testified and provided evidence including photos, that the wire shelving in their unit had come off the wall as it was installed with screws into the drywall and not into the studs. When they had asked for this shelving to be fixed their Landlord told them that as they (the Tenant) were responsible for the damages and they would need to repair it.

The Respondent claimed items had been placed on the shelf that were too heavy and the shelf had been knocked off the wall. The Applicant stated that they sometimes needed to place heavier items on the shelving and needed it to be strong enough to allow that.

At the hearing the Respondent confirmed that the shelving had been installed by them. I asked them if it was possible to have someone come in and attach the shelving to the studs. The Respondent was concerned that this work might damage the drywall further and as there is asbestos in the drywall, it poses a risk to the tenants. After some discussion the Respondent agreed that they could find a remedy that would minimize the disturbance to the drywall and would follow-up with the tenant.

I agree with the Applicant that the shelving should be strong enough to store heavier items, and it seems to me that drywall anchors and screws are not sufficient to do that, as demonstrated by the shelving coming off the wall. Under 30(4)(a) I will order the Respondent to comply with their obligation to repair, by re-installing the shelving and anchoring it to the studs, or finding some other option for storage that meets the needs of both parties.

Water damage - the Applicant claimed there was water damage in the middle bedroom, that had not been repaired, resulting in the Applicant not being able to use that room since September 2024. The Applicant further claimed that the lose of use of this bedroom for a family of five was a breach of subsection 30(2) “any substantial reduction in the provision of services and facilities is deemed to be a breach of subsection (1)”. The Applicant sought relief under paragraph 30(4)(d) and (d), although no details were provided as to what specifically they were seeking.

In making their claim and in their evidence provided prior to the hearing in December, it was clear that the Applicant was concerned about the health impacts on themselves and their children from water damage that could result in mold. They were also concerned with possible asbestos in the rental unit. The Applicant and their children suffer from a number of health issues, that the Applicant believes are related to the condition of their housing.

I understand that the Applicant had complained about water damage and possible mold in the bedroom to the Landlord in September 2024. The Applicant reported that a maintenance worker had come to inspect, and advised the Applicant to not disturb the affected area, but no action was taken to resolve the issue. I note the Landlord did take steps in September to move the Applicant to another unit for this and other reasons related to harassment by a former tenant. The Applicant after initially agreeing to move, refused the move because of concerns about the condition of the offered unit, and then returned to their former (and current) unit.

The Applicant made a complaint and provided as evidence a copy of a report from Environmental Health, Government of the NWT. According to this report on November 28, 2024, Environmental Health officers had conducted an inspection after the Applicant had made a complaint about mold in their rental unit. The purpose of the inspection was to assess the extent of the mold and identify any potential sources of moisture. The inspectors observed water marks, signs of mold in one wall, possible past or current moisture damage, but were not able to do a complete assessment unless parts of the wall were removed. They also noted rusted nails in the affected area, another indicator of moisture. The source of the moisture could not be identified. The investigators encouraged the tenant to contact the landlord to address the issue.

According to an email from the Landlord to the Tenant dated December 6, 2024, "Following the Environmental Health Investigation Report for your unit, we are taking the necessary steps to thoroughly investigate the extent and cause of the mold identified in your home. However, due to asbestos in the drywall, we cannot safely conduct this investigation with disturbing the asbestos, which would pose a significant health risk. For the safety and well-being of you and your family, we have decided to relocate you to another suitable unit permanently in the new calendar year. This relocation will ensure your continued safety while enabling us to address the issue in your current unit appropriately." The landlord also committed to cover the moving costs and to coordinate and arrange the transfer to the new unit. They pointed out that under clause 3 of their tenancy agreement "tenants agree to accept a transfer to other premises when the landlord believes the current are no longer suitable", and that "this clause applies in this situation to prioritize your health and well being".

According to the evidence provided by the Applicant the Respondent provided two options for the Applicant to move into and offered them an opportunity to view the units. The Applicant testified they turned down both units, one which they had visited and turned down in September 2024. They felt that these units were in no better condition than their current unit, alleging there was water damage, mold, bedbugs in the units and pointing out that they have been waiting for almost eight years to move their family of five, to a larger unit.

At the hearing the Applicant testified that they are still not able to use the middle bedroom because of the water damage, and they had been seeking through an Access to Information request the results of testing for environmental hazards conducted by a contractor hired by Housing NWT this past summer.

The Respondent, claimed the middle bedroom could be used, they would feel safe using it with their children. On the asbestos, they did not have access to the reports but in talking with staff at Housing NWT they understood the testing looked for asbestos in floors and other possible asbestos containing materials, and confirmed asbestos only in the drywall. This .../10

confirmed what they already suspected given the age of the buildings and the materials. It also confirmed the need to not disturb the drywall and move the Applicant and their children out of the unit before any work is undertaken.

The Respondent reiterated that they had attempted to move the Applicant in the beginning of 2025, and had offered them two units to choose from. The Applicant had refused to move. At the hearing the Respondent committed to continue to look at other units as they come available for the Applicant, but they had very limited inventory of 4 bedroom units, which meant the Applicant may have to take a three-bedroom unit. A three-bedroom unit could be available right away. The Respondent also pointed out that other tenants had moved into the previously offered units and there had been no complaints from these tenants about the condition of the units.

At the hearing I asked the Applicant to clarify what they are seeking in their application. They made it clear that they are not interested in moving into other subsidized public housing, as they believe that all of the housing stock has environmental issues such as mold or asbestos and this has led to their family's health problems. Instead they are seeking financial compensation for fifteen months they have not had use of their entire unit at full market rent of \$1,625.00 per month totalling \$24,375.00. It is their plan to use these funds to get out of public housing and make a down-payment on their own home.

If not successful in securing these funds they are planning to sue the Respondent in court, and also seek compensation through Jordan's Principle, as they believe the recent Federal Court of Appeal decision relating to Powless v. Canada, sets a precedent that applies in the Applicant's situation.

Under paragraph 30(4)(d) of the Act, a rental officer can order compensation for the loss that has been suffered as a direct result of a breach by the landlord of their obligation under paragraph 30(1)(a) and (b). At the hearing I explained that if I found the Respondent had breached their obligation to address the water issues in the middle bedroom, forcing the Applicant to not use that room, it may be possible for me to award compensation for loss of use of this part of the rental unit during this period. However, that compensation would be based on the rent of \$80.00 per month paid by the Applicant during this period, I could not order compensation beyond the actual costs incurred by the Applicant and the associated losses.

In reviewing the evidence and testimony, it is clear that there is asbestos in the unit that if disturbed can pose a health hazard and there is water damage that may include mold. However, I believe the Landlord has complied with their obligation to address these issues by offering to move the Applicant to another rental unit in September 2024, in January .../11

2025, and again at the hearing, so that repairs can be undertaken.

By refusing the units offered by the Respondent, the Applicant has breached their obligation under clause 3 of their written tenancy agreement and their unwillingness to move units has become a barrier to the landlord completing any required repairs. It is my opinion that it is the Applicant and not the Respondent who is standing in the way of repairs to this unit, and as a result I deny the Applicant's claim for compensation.

Landlord's obligation to repair-occupancy standards

In their Application and at the hearing the Applicant also claimed that in addition to not having full use of their rental unit, the Respondent had breached their obligation under paragraph 30(1)(b) by not providing them with a larger unit for their family of five. According to the Respondent the Applicant is on a waiting list for a larger unit, however, the Respondent has a limited inventory of available units and many tenants to consider. They have committed to move the Applicant to a larger unit when something suitable becomes available.

At the hearing I pointed out to the Applicant they had entered into a tenancy agreement with the Respondent for a three-bedroom unit. As previously discussed I am not convinced that the Respondent, under subsection 30(2) of the Act, is responsible for "any substantial reduction in the provision of service and facilities" and as such is not in breach of the Act or agreement. I deny the Applicant's claim.

I recognize that based on their current family size, a larger unit would be more suitable, however in my opinion no breach of the Act has occurred and I do not have the authority under the Act to order the Respondent to provide a larger unit. Also, if as the Respondent testified, larger units are not available, then it may be outside their ability to do so at this time.

Notice of entry

According to subsection 26(2) of the Act, a landlord has the right to enter rental premises (a) to perform the landlord's obligations". However, under 26(3) of the Act, a landlord who intends to enter the rental premises, 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 during which the landlord intends to enter the rental premises. Under subsection 26(4) the hours of entry must be between 8:00am to 8:00pm, and under subsection 26(5), unless the tenant objects and sets our alternative day/hours that are reasonable, the landlord may enter in accordance with the notice. Under subsection 27(1) written notice is not required where an emergency exists, the Tenant consents at the time of entry, or the Landlord believes the Tenant has vacated or abandoned the rental premises.

The Applicant claimed the Respondent had repeatedly breached their obligation to provide proper notice, or had not come on the day they had notified the tenant that they were coming. In one instance in January 2025, the Respondent's staff entered the rental unit when only the Applicant's children were home, without notifying the Applicant or receiving permission to enter. In this instance the staff proceeded to take numerous pictures in the rental unit. The Applicant was particularly concerned as they had thousands of legal documents in their home. They claimed in addition to breaching notice provisions, the Landlord also breached the Tenant's quiet enjoyment of the rental premises. They sought financial compensation for these breaches, claiming their time totalling three weeks (three or four hours a day) to audit the documents.

The Applicant also provided testimony at the hearing about a recent breach of notice in December 2025, for work to the attic hatches. The notice was found on the steps in the snow after the period set out. They pointed out that this method of service was not proper notice.

The Respondents explained that they often provide notice of their intention to enter the rental premises for maintenance or routine inspections by leaving a written notice at the rental premises. If the tenant is not home then they will slide the notice in the side of the door, so that the tenant will see it when they open the door. Further, although they might plan to enter a rental unit on a specific day, that may change based on availability of the trades person. They have no control over that and it is sometimes difficult to notify the tenant of the change and comply with the requirements for notice..

In entering the rental unit last January, they were responding to a call for service from the Applicant. They claimed notice was provided and photographs were taken to document the damages and work required, no photographs were taken of the Applicants documents.

The Applicant stated they had consented to entry but no one showed up on the date provided, and they were not contacted about the change. When the Respondent's staff did show up later in the week the Applicant was not home, their son who was home at the time was not of age to consent and did not consent, the staff just entered the unit, breaching the Applicant's quiet enjoyment, and in breach of the notice requirements under the Act.

The Respondent testified that during the inspection in January 2025, they did not take any pictures of the Applicant's legal documents, as their purpose was only to document the damages and needed repairs.

At the hearing I denied the Applicant's claim for compensation for their time to review their legal documents after the Landlord's entry in January 2025. They claimed it took them about fifty hours to audit their documents, but they did not provide evidence their legal documents were in any way disturbed or removed, warranting the audit. Nor did they prove a loss .../13

that could be ordered compensated. It is my opinion that it was the Applicant's decision to review the documents, and was not based on any proven action by the Respondent.

I reserved my decision on the possible breaches of the Applicant's quiet enjoyment and notice provisions under sections 26 and 27 of the Act, in order to further consider my interpretation of the Act and service provisions.

Subsection 71(1) of the Act sets out how a notice or other document to be served on or given to a landlord, tenant or rental officer and includes (a) personal service; (b) registered mail; (c) fax; or (d) a method set out in the regulations. Subsection 4(2) of the *Residential Tenancies Regulations* allows service by email. Subsection 71(7) of the Act allows personal service on an adult who apparently lives with the person being served when the tenant is absent.

It is my opinion that the Act and Regulations do not allow a written notice to be served or given to a tenant by leaving it in or at the door and the exceptions to the requirement for written notice required under subsection 26(3), included in 27(1) - emergency, tenant consents at time of entry; or the landlord believes the tenant has vacated or abandoned the rental premises, do not apply in this situation. In January 2025, the Respondent could and should have provided revised notice, and more recently they should have provided notice as set out in the Act.

In many cases a tenant may find the notice in the door and consent to entry either before or at the time the Landlord's staff come to unit. Where no consent is provided for entry, and the exceptions to notice do not apply, the Landlord is required to comply with the notice and service provisions in the Act.

At the hearing, after some discussion, the parties agreed that in the future notice would be provided by email and the Applicant would acknowledge the email provided and their availability or suggesting another date/time.

After further review I am satisfied that on more than one occasion the Landlord failed to comply with their obligation to give the Applicant advance written notice of their intention to enter the rental premises as required under the Act. Under the circumstances described by the Applicant, I am also satisfied that the Landlord disturbed the Tenants enjoyment and possession of the rental premises, contrary to subsection 34(1) of the Act. As previously set out, I have denied the Applicants claim for compensation, however, I will order the Respondent to comply with their obligations under subsection 34(1) and subsection 26(3) of the Act and not to breach these obligations again.

Orders

An order will issue requiring the Respondent:

- to compensate the Applicant for costs of repairs totalling \$619.35 (p. 30(4)(d));
- to comply with their obligation to maintain the rental premises by repairing or replacing the wire shelving in the Applicant's rental unit (p. 30(4)(a));
- to comply with their obligations to provide notice of entry and not breach this obligation again (ss. 28(a)); and
- to comply with their obligation to not disturb the Applicant's possession or enjoyment of the rental premises and not breach this obligation again (p. 34(2)(a) and p. 34(2)(b)).

Janice Laycock
Rental Officer