

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

DBC

Applicant/Tenant

-and-

NRR

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 13, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DBC, representing the Applicant
SM, representing the Respondent

Date of Decision: January 14, 2026

REASONS FOR DECISION

An application to a rental officer made by DBC as the Applicant/Tenant against NRR as the Respondent/Landlord was filed by the Rental Office on November 26, 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 November 28, 2025.

The Applicant alleged they gave notice to end the fixed term tenancy agreement and to save costs, looked to assign the last month of the fixed term. The Applicant claimed the Respondent agreed but later refused to proceed with the assignment. An order was sought for the return of rent for the final month of the tenancy.

A hearing was scheduled for January 13, 2026, by three-way teleconference. DBC appeared on behalf of the Applicant. SM appeared to represent the Respondent. I reserved my decision to review the evidence and testimony.

Preliminary matters

The application to a rental officer was in the name of DBC and TB. The tenancy agreement provided was solely in the name and only signed by DBC. The tenancy renewal was solely in the name of DBC.

Changes to a written tenancy agreement must be done in writing and signed by all parties. As both parties did not sign off on the addition of the second person, the sole tenancy would remain in place.

The style of cause will reflect DBC as the Sole Applicant.

Tenancy agreement

Entered into evidence was a fixed term tenancy agreement from November 1, 2023 to October 31, 2024. The tenancy agreement was renewed as a fixed term from November 1, 2024 to October 31, 2025. 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 Tenant and the Respondent as the Landlord.

Assignment of the tenancy agreement

The Tenant testified that on September 15, 2025, they provided notice to end the fixed term

tenancy for October 1, 2025. In response to the request, the Landlord provided the Tenant with "Notice to Vacate" form. The Tenant stated on September 22, 2025, they received an email advising they were required to give 30 days notice for a month-to-month tenancy. Because of this, the Tenant asked if they could assign the tenancy. The Landlord agreed, subject to approval.

On September 24, 2025, the Tenant advised they found a person to assume the tenancy. They were directed to contact a separate representative. On September 29, 2025, the Tenant reached out to the representative regarding the assignment. In response, the Tenant was advised the time had passed for assignment as the Landlord found a person to take occupancy of the rental premises for November 2025.

The Tenant stated that, due to the inability to assign the tenancy, they would have changed the moving date to their new rental premises to reflect the end of the fixed term. The Tenant claimed a lack of communications between the Landlord's staff put them in an unfair financial position. To support the Tenant's claim was correspondence between the parties, and a signed notice to vacate form.

In response to the claim, the Landlord's representative stated the assignment agreement did not go through because they had a prospective future tenant. The Landlord's representative also stated the tenancy did not end until the October 29, 2025, when the exit inspection was completed. The Landlord also credited the Tenant two days of rent for the end of October. The Landlord's representative spoke to an email showing the Tenant was provided a refund of \$995.32 and that an additional \$288.71 was being held for the Tenant. To support their claim was email correspondence between the parties.

The Rental Officer questioned and the Tenant stated once informed they could assign the tenancy, they entered into a tenancy with a different landlord effective October 1, 2025. The Rental Officer questioned why the Tenant did not take the prospective assignee to the Landlord until just prior to October. The Tenant stated they had multiple people interested in accepting an assignment of the tenancy. The Tenant expressed concern on why would the Landlord say it was feasible to assign the tenancy, then deny it. The Tenant stated since the assignment was no longer feasible, they changed the date of the exit inspection from October 1 to October 29, 2025, as they did not want the Landlord to have access to the rental premises while they continued to be charged rent.

The Rental Officer questioned and the Landlord's representative noted it takes time to ensure an assignee would qualify for a tenancy.

Rental Officer determinations

Subsection 22(1) of the Act states, when a tenant has a tenancy agreement for a period of six months or more, or has no fixed tenancy agreement and has occupied a rental premises for a period of six months or more, the tenant may, subject to subsection (2) transfer his or her right to occupy the rental premises to another person but the transfer must be either; (a) an assignment where the tenant does not intend to return to the rental premises and the tenant gives up all his or her interest in the rental premises.

Subsection 22(2) of the Act states, an assignment or subletting is not valid unless the landlord has given written consent, which must not be unreasonably withheld.

Subsection 22(3) of the Act states, where a landlord unreasonably withholds consent to an assignment or subletting, a tenant may request an order from a rental officer permitting the assignment or subletting without the Landlord's written consent.

Subsection 51(1) of the Act states, where a tenancy agreement specifies a date for the termination of the tenancy agreement, the tenant may terminate the tenancy agreement on the date specified in the agreement by giving the landlord a notice of termination not later than 30 days before the termination date.

Based on the evidence and testimony, the Tenant provided sufficient notice to end the fixed term tenancy for October 31, 2025. While they attempted to save costs through assignment, they did not allow adequate time for the Landlord to do their due diligence. Hence, I find that the Landlord's refusal to consent to the assignment was not unreasonably withheld. By admittance of the Tenant, because the Landlord disallowed the assignment, they purposefully retained the keys and changing the exit inspection to October 29, 2025. In doing so, the Tenant maintained possession of the rental premises and remained responsible for rent for October.

The Tenant's request for return of October rent is **denied**.

Dated at the city of Yellowknife in the Northwest Territories this 14th day of January, 2026.

Jerry Vanhantsaeme
Rental Officer