

IN THE MATTER between **AB and DR**, Applicants, and **HN**, 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:

AB AND DR

Applicants/Tenant

-and-

HN

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 4, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: AB, representing the Applicants
HN, representing the Respondent
T- CanTalk Interpreter
Date of Decision: February 10, 2026

REASONS FOR DECISION

An application to a rental officer made by AB and DR as the Applicants/Tenants against HN as the Respondent/Landlord was filed by the Rental Office on August 6, 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 Respondent by registered mail and deemed served on December 24, 2025.

The Applicants alleged the Respondent inappropriately withheld the security deposit, interfered with the Applicants' privacy, safety and reasonable enjoyment of the rental premises. The Applicant alleged the Landlord entered the rental premises without proper notice and moved possession onto the property prior to lease ending. An order was sought for return of the security deposit, and compensation for breaching the Applicant's quiet enjoyment and improper entrance of the rental premises.

A hearing was scheduled for October 22, 2025. Upon request of the Applicant, the hearing was rescheduled to November 21, 2025 and again to January 8, 2026. The hearing was cancelled because proof of service of the application on the Respondent was not provided at least five business days before the scheduled hearing. The hearing was rescheduled and held on February 4, 2026, by three-way teleconference. AB appeared to represent the Applicants. AB confirmed they would be speaking on behalf of DR. HN appeared as the Respondent. "T" from Cantalk appeared to translate for the Respondent. I reserved my decision for the Applicants to provide a copy of the tenancy agreement and to review the evidence and testimony.

From this point forward the Applicants will be known as the Tenants and the Respondent as the Landlord.

Tenancy agreement

Evidence presented an unsigned written tenancy agreement between the parties from August 1, 2025 to July 31, 2025. The tenancy agreement indicated the monthly rent was \$3,300.00. The Tenant confirmed the rent charge. The tenancy agreement also showed a winter charge for parking in the amount of \$100.00 from November to March.

A tenancy agreement is an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement.

Subsection 9(1) of the Act states, a tenancy agreement may be oral, written or implied."

Subsection 9(3) of the Act states, a tenancy agreement must be signed by the parties or their agents and may be in the form of a tenancy agreement set out in the regulations.

As the tenancy agreement submitted was unsigned and the Tenants paid rent and occupied the rental premises, I find an oral tenancy agreement was in place. The terms of the oral tenancy agreement were outlined by the unsigned tenancy agreement.

Security deposit

The Tenant stated since the application was filed, the Landlord returned the security deposit. The claim for the security deposit was withdrawn.

Improper entrance and disturbances

Subsection 26(1) of the Act states: "A landlord shall not enter the rental premises except as provided by this section and section 27."

Subsection 26(3) of the Act states: "A landlord who intends to exercise the right to enter under subsection (2) 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 the hours during which the landlord intends to enter the rental premises."

Paragraph 27(1)(b) of the Act states: "A landlord has the right to enter the rental premises without giving the notice required by subsection 26(3): (a) an emergency exists; (b) the tenant consents at the time of entry; or (c) the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises."

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

The Tenant stated the Landlord accessed the rental premises without proper notice on two separate occasions, and moved their personal belongings to the rental premises before the tenancy had ended.

The Tenant stated while away, someone entered on the weekend of March 22, 2025. The entry was confirmed by the Landlord's daughter, who was the main contact. The daughter via text message confirmed entry without notice.

The second time was on April 10, 2025, when a person working on behalf of the Landlord. The Tenant stated on April 8, 2026, they talked with the Landlord's daughter regarding entry. The Tenant spoke to working nights and was ensured a different date of entry would be chosen.

However, entry was not done on the agreed date. The Tenant stated that a person attended the rental premises to conduct work on the non-approved date. The Tenant was not decently dressed, and objected to the entry. The person insisted that the entry was for an emergency. The Tenant stated the reason was to disconnect the breaker to allow for replacement of switches in another unit. This disrupted the Tenant's privacy, affected their sense of security and ability to rest, resulting in the Tenant being unable to attend their next scheduled shift.

The Tenant also testified in July 2025, prior to moving out of the rental premises, the Landlord placed their personal belongings at the rental premises. This included placing the personal belongings on the Tenants' items, and physically moving other belonging of the Tenants. The Tenant stated the Landlord did not provide notice of attending or moving items to the rental premises, and the Landlord's action made it difficult for the Tenants to access their items and interfered with their move.

To support the Tenants' claims were text conversations with the Landlord's daughter, photos of the Landlord's possession and items belonging to the Tenant that were moved.

In response to the claim, the Landlord stated they moved their personal items to the rental premises because the tenancy agreement was ending in couple days later. The Landlord stated they entered the property because they needed to change the lights. The Landlord acknowledge appropriate notice was not provided. The Tenant's daughter had apologised on their behalf.

The Rental Officer questioned and the Landlord confirmed that they reside in the rental premises. The Landlord acknowledged their requirement for appropriate notice for entry.

Rental officer determinations

Based on the testimony and evidence provided, I find the Landlord or someone acting on Landlord's behalf accessed the rental premises twice without providing appropriate notice. I find the person's reasoning for emergency entrance to disconnect the breaker to be invalid. As an emergency would constitute the detection of fire, flooding or loss of essential services such as electricity or heat during the winter months, not turning off a breaker to change switches.

I also find the Landlord inappropriately placed their personal items at the rental premises before the tenancy ended.

I find appropriate compensation for the improper access and disturbances equal to 10% of the monthly rent in the amount of \$330.00.

Order

An order will be issued:

1. requiring the Landlord to pay compensation to the Tenants for losses suffered as a result of improper access to the rental premises and disturbing the Tenants' quiet possession and enjoyment of the rental premise totalling in the amount of \$330.00 (ss. 28(b), p. 34(2)(c)).

Jerry Vanhantsaeme
Rental Officer