

IN THE MATTER between **RK**, Applicant, and **MB**, 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 **Town of Inuvik in the Northwest Territories;**

BETWEEN:

**RK**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 17, 2026

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RK, representing the Applicant  
DJ, representing the Applicant

**Date of Decision:** February 17, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by RK as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office on December 17, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by registered mail on January 9, 2026.

The Applicant alleged the Respondent had not paid rent and caused damages to the rental premises. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for February 17, 2026, by three-way teleconference. RK and DJ appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice of this hearing, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in the Respondent's absence. I dismissed the claim on the record and provided reasoning. I also advised written reasons would be provided.

In the materials provided for the application and at the hearing, it was clear that the Applicant purchased the premises in a tax sale, the Applicant requested the former owner to vacate but they did not, and maintained occupancy of the premises rent free as there was no tenancy agreement put in place nor was there a discussion on the rent to be charged. To support the Applicant's claim was a letter from the town on the tax sale and a copy of the certificate of title dated April 28, 2025 and Applicant's written statement.

#### *Applicant testimony*

The Applicant testified the Respondent had been residing in the premises for close to a year. During that time they caused damages and not paid rent.

As part of the tax sale, they were responsible for dealing with the occupants of the premises. Since taking possession, the Respondent has not paid rent. The Applicant stated they require the premises for a family member to reside in.

The Applicant testified that the Respondent removed siding from the premises. In response they contact the police, who attendant at the premises, spoke with the Respondent, and no further siding was removed. The Applicant was concerned on the interior condition of the premises. The Applicant also stated that they approached by the town due to unpaid utilities. The Applicant advised that they would not pay the utilities. As a result, the utilities were disconnected multiple times, and the Respondent accessed and reconnected the utilities themselves multiple times. The Applicant raised concerns of other activities in the premises that could endanger the building itself.

The Rental Officer questioned and the Applicant confirmed that they never entered into a tenancy agreement with the Respondent. They knew the Respondent, tried to help them and thought the Respondent may wish to purchase the property back. The Applicant also confirmed they never collected rent from the Respondent. The damage to the property is estimated to be \$20,000.00. The Applicant stated they attended the premises once but told not to come back. The Respondent has not communicated with the Applicant.

When discussing the requirement for rent, the Applicant stated they told the Respondent they were required to pay rent and the rent was \$1,600.00. However, in the application and evidence provided the rent was never discussed.

#### *Termination of the tenancy agreement and eviction*

In review of the evidence and testimony,

Under section (1) of the Act:

- “Rent” is an amount of any consideration paid or required to be paid by a tenant to a landlord or his or her agent for the right to occupy rental premises and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in respect of his or her occupancy of the rental premises, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing.
- A “rental premises” is a living accommodation or land for a mobile home used or intended for use as a rental premises and includes a room in a boarding house or lodging house.
- A “tenant” is a person who pays rent in return for the right to occupy a rental premises.
- A “tenancy agreement” is an agreement between a landlord and a tenant for the right to occupy a 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 written tenancy agreement must be in signed by the parties or their agents and may be in the form of a tenancy agreement set out in the regulations.

Subsection 9(4) of the Act states, a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

As the Applicant did not take the steps to put tenancy agreement in place after taking possession of the premises, the Rental Officer does not have authority to issue an order for termination and eviction, The application is dismissed.

This does not mean the Applicant does not have the ability to regain possession, just that it cannot be done under the *Residential Tenancies Act*.

Dated at the city of Yellowknife in the Northwest Territories this 17<sup>th</sup> day of February 2026.

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Jerry Vanhantsaeme  
Rental Officer