

IN THE MATTER between **HNT**, Applicant, and **DA**, 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 **community of K'atlodeeche First Nations in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
JC, maintenance foreman for the Applicant
TP, technical manager for the Applicant

Date of Decision: March 24, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DA as the Respondent/Tenant was filed by the Rental Office on February 16, 2026. The application was made regarding a residential tenancy agreement for two rental premises located in K'atlodeeche First Nations, Northwest Territories. The filed application was personally served on the Respondent on March 2, 2026.

The Applicant alleged the Respondent caused damages to their former rental premises resulting in the unit to be shut down due to extensive and costly repairs. An order was sought for the Respondent not to cause damages to their current rental premises, compensate the Applicant for the cost of repairs to the former rental premises, termination of the tenancy agreement and eviction.

A hearing was scheduled for March 19, 2026, by three-way teleconference. AS appeared to represent the Applicant. JC and TP appeared as witnesses for the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

Previous orders

Rental Officer Order #10-14305, dated December 2, 2014, required the Respondent and one other person to pay \$480.00 in rental arrears, pay future rent on time, comply with their obligation to report household income in accordance with section 6 of the tenancy agreement and not breach that obligation again, comply with their obligation not to disturb the landlord or other tenants' possession or enjoyment of the rental premises or residential complex and not breach that obligation again, Terminate the tenancy agreement between the parties on March 31, 2015, unless the \$480.00 in rental arrears is paid in full and the rents for December 2014 though March 2015 are paid on time, the household income for the months of November 2014 to March 2015 are reported to the Applicant and no further legitimate complaints of disturbances against the Respondents are received by the Applicant.

Rental Officer Order #17164, required the Respondent to pay \$354.00 in rental arrears, not to breach their obligation not to alter the locking system on any door giving entry to the rental premises again, and must compensate the Applicant for costs to replace the locks in the amount of \$225.83, terminate the tenancy agreement between the parties on July 31, 2021, unless the arrears are paid in full and the monthly rents for May through July are paid on time, and should the tenancy agreement between the parties be terminated on July 31, 2021, evict the Respondent from the rental premises on August 1, 2021.

Rental Officer Order #18120, dated January 16, 2024, required the Respondent to pay cost of repairs in the amount of \$166.95.

Rental Officer Order #18152, dated March 12, 2024, required the Respondent to pay \$435.83 in arrears, pay future rent on time, terminate the tenancy agreement on June 30, 2024, unless the arrears are paid in full and the monthly subsidized rents for April through June are paid on time, and should the tenancy agreement be terminated on June 30, 2024, evict the respondent from the rental premises on July 1, 2024.

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

Tenancy agreement

Evidence provided establish a tenancy agreement between the parties for subsidized public housing commencing June 19, 2023. The tenancy agreement contained the current address of the rental premises on front page and Schedule "A". Schedule "A" also contained the address of the former rental premises. The tenancy agreement was signed by all parties.

The Rental Officer questioned the comment in the associated notes regarding the signing of a new tenancy agreement. The Landlord confirmed that the Tenant was transferred under section 3 of the tenancy agreement. The Landlord noted when updating the lease electronically, the address automatically updates, Schedule "A" reflects both the former and current addresses. The Landlord' representative confirmed the documents were signed on December 18, 2025.

Subsection 45(1) of the Act states, where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Section 3 of the tenancy agreement between the parties states, the tenant agrees to move to a different unit when/if the landlord decides the unit as described in Schedule "A" is no longer suitable.

Based on the situation outlined, the Landlord provided sufficient reason to transfer the Tenant from one rental premises to another without ending the tenancy. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Tenant damages

The Landlord claimed the Tenant caused damages to their former rental premises to such an extent that the unit had to be shut down. The damages are the result of an unreported .../4

bathroom leak. The damages were to the bathroom floor, plumbing and sewage system. Repairs are expected to be extremely expensive and will require tendering, because of this, they were unable to provide a cost to the repairs for the application. The Landlord also claimed the Tenant is also responsible for other damages to the interior of the former premises, in particular walls and interior doors.

Subsection 42(1) of the Act states, 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.

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 the tenant's obligation; (b) prohibiting the tenant from doing any further damage; (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach; (d) authorizing any repair or other action that is taken by the landlord to remedy the effects of the tenant's breach; (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or (f) terminating the tenancy agreement on the day specified in the order and ordering the tenant to vacate the rental premises on that date.

Section 12 of the tenancy agreement speaks to the tenant's responsibility to keep the rental premises clean; pay for damages caused by the Tenant or their guests; immediately report problems, defects or damages or services to the rental premises and to pay for damage caused because of the tenant not reporting to the landlord.

The Landlord's representative testified an unauthorized occupant notified the Landlord's representative and to see if the Tenant had reported a bathroom leak. The Landlord's representative stated they were unaware of the leak. The Landlord's representative testified that the staff attempt to access the rental premises twice, but due to safety concerns they were unable to do so. On the third attempt they gained access to the rental premises. The Landlord's representative spoke to the bathroom floor being saturated and unsafe, having an odour and loose flooring. The Landlord's representative stated that the maintenance staff felt the leak had been ongoing for an extended period of time, as an inspection was done in July 2025, and no issues were found. The Landlord's representative testified due to the condition, the rental premises was deemed unfit for occupancy, and transferred the Tenant to another unit. The Landlord believed the cost of repairs would be in the five to six digits (10,000.00 to \$100,000.00) range, and expressed concern of the future damages to the current rental premises. To support the claim was the jointly signed entry/exit inspection form, photos and videos of damages, and correspondence with the Maintenance foreman and Technical manager.

The Maintenance foreman spoke to multiple work orders for damages to the former rental premises, such as broken doors, drywall and lighting fixtures. The repairs were not completed because the rental premises was deemed unsafe due to activities occurring there. The maintenance foreman also spoke to a December 10, 2025, call regarding the bathroom leak. In response, twice they provided notice to the Tenant for access, requesting the rental premises to be vacant. Both times they were met by an unknown individual. On the third attempt, access was gained. The inspection, found the bathroom in poor condition; the floor was damaged to the point the toilet was falling through, sewer lines were frozen and broken; which was likely due a vehicle blocking access and inability to pump-out, for which the Tenant was requested to move but had not and the Tenant continued to use the bathroom; filling both the holding tank and sewage lines. As a result, raw sewage entering the crawl space.

The Technical manager spoke to contractors opening the floor space to determine the extent of the damages, finding the floor system saturated with water and sewage. The Technical manager also spoke to sewage penetrating portions of the heat ducting, resulting in the need for extensive repairs. The Technical manager also noted the condition to the sewage system and need to winterize it to mitigate further damage.

In review of the evidence, the jointly signed entry inspection report and associated photos showed at the start of the tenancy, the rental premises was in an overall good condition, with deficiencies recorded. The jointly signed exit inspection report along with supporting photos showed the rental premises to be unclean, with extensive damages, as there were attempted wall patches, large unrepaired holes in walls and doors, and damaged door framing and trim. Photo and video evidence provided also supported the landlord's claim in relation to the water damage, floor structure and sewage system. Photos indicated wet insulation, possible mold and rust on the ducting. The video evidence showed water draining outside of the sewage lines.

Based on evidence and testimony, I find the Tenant neglected to notify the Landlord of the problems at the rental premise. And because of the non-reporting, the Landlord was unable to address the issues before they became worse, and the rental premises becoming uninhabitable.

While there is no direct claim for compensation at this time, I recognize the Landlord may return with an application for costs to repair damages once the tendering process is complete and within the timeline for making a claim under the Act.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, I am satisfied that the Tenant breached their obligations under subsections 42(1), 42(2) of the Act, and section 12 of the tenancy agreement. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid.

Orders

An order will be issued:

- requiring the Tenant not to cause further damages to the rental premises (p. 42(3)(b));
- terminating the tenancy agreement between the parties on May 18, 2026 (p. 42(3)(f)); and
- evicting the Tenant from the rental premises on May 19, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer