

IN THE MATTER between **YHL**, Applicant/Respondent, and **DE**, Respondent/Applicant;

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, **Renee Fougere**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

YHL

Applicant/Respondent/Landlord

-and-

DE

Respondent/Applicant/Tenant

REASONS FOR DECISION

Date of the Hearing: April 7, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PW, representing the Landlord
RW, representing the Landlord
DE, representing the Tenant
ME, witness for the Tenant
NE, witness for the Tenant
HM, witness for the Tenant

Date of Decision: April 17, 2026

REASONS FOR DECISION

An application to a rental officer under file #18819 by YHL as the Applicant/Landlord against DE, as the Respondent/Tenant, was made and filed by the Rental Office on January 22, 2026, and deemed served on February 2, 2026. The application was made regarding a residential tenancy agreement for rental premises located in Yellowknife, Northwest Territories.

The Landlords claim that the Tenant failed to pay rent on time and accumulated rent arrears. An order was sought for payment of arrears, termination of the tenancy agreement, and eviction. A hearing was initially scheduled for February 16, 2026. The Tenant requested an adjournment, and the hearing was scheduled for February 26, 2026.

The Tenant, DE, filed an application regarding the same property to a rental officer under file #18845 against the Landlord, YHL on February 27, 2026. The Respondent/Tenant claims that the Applicant/Landlord made an unreasonable obligation or rule, did not complete an entry or exit inspection report, entered the premises without giving advance written notice, did not keep the rental premises in a good state of repair and fit for habitation, did not keep the rental premises in compliance with health, safety, maintenance, and occupancy standards, cut-off and stopped providing utilities to the rental premises, caused disturbances to the Tenant's possession or enjoyment of the rental premises, increased rent without giving proper notice, and other claims listed further.

Both applications were made regarding the same rental premises; therefore, a common hearing was scheduled and held on April 7, 2026, by three-way conference.

PW and RW represented YHL as the Applicant/Respondent/Landlord. DE represented as the Respondent/Applicant/Tenant. ME, NE, HM attended as witnesses for the Respondent/Applicant/Tenant. The parties confirm that Yellowknife Hardware Ltd as the owner of the rental premises, and the owners of Yellowknife Hardware are PW and RW. I reserved my decision to review the evidence and testimony.

For clarity, the parties are both Applicants and Respondents. From this point forward the Landlord will be known as the Landlord and the Tenant as the Tenant.

Tenancy Agreement

Although the parties did not present a written residential tenancy agreement that was signed by both parties, evidence provided by both parties demonstrated that there was an oral agreement between the parties, and that the rental agreement was acknowledged by the Tenant. The Tenant has lived in the rental premises for an extended number of years, as the property was a family property in the past. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental Arrears

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in accordance with the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent, resulting in the accumulation of arrears. The Landlords provided evidence demonstrating that the Tenant failed to pay rent monthly. The arrears date back to September 2023 and continue to the present. The Tenant confirmed the rent ledger provided by the Landlord, and it was further confirmed by the parties that the Tenant had not paid rent from January 2026 to April 2026.

In the notes from the Landlord, the Tenant also failed to pay rent for 23 months (2 months in 2023, 9 months in 2024, 12 months in 2025), for a total of 27 months in rental arrears totalling \$35,100.00.

I am satisfied the evidence provided accurately reflects the status of the Tenant's rent account.

Termination of the tenancy agreement and eviction

Subsection 41(1) states that a tenant shall pay to the landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement, in this case, whether or not the tenancy agreement was signed by the Tenant, the Tenant was aware that they had an obligation to pay rent in the amount of \$1,300.00 per month.

Based on the evidence and testimony, the Tenant has shown a history of not maintaining their rent account. At the time of the hearing, the Tenant had not paid rent since October 2024, and since October 2023, she has not paid rent 27 months of the past 31 months. I am satisfied with the Landlords' request for termination of the tenancy agreement and eviction is justified.

Rent increase

Prior to October 1, 2022, there was no written agreement; however, the parties confirmed that the Tenant paid \$1,000.00 in rent per month. The Landlord, PW stated that she provided the Tenant with written notice in person in June 2022 that there would be a rent increase to \$1,300.00. The Tenant stated that the rent increase notice (rental agreement) was taped to her door and she did not remember the date she was provided the notice. The Landlords testified that the Tenant refused to sign the rental agreement. I am satisfied the Landlords provide the notice of rent increase to the Tenant in June 2022. The Tenant began paying \$1,300.00 of rent in September 2022; however, the Tenant's rent increase should have only begun in October 2022, and not September 2022; therefore, I am crediting the Tenant with the amount of \$300.00 for starting to pay the rent increase in September 2022 instead of October 2022.

Tenant compensation and other determinations

1. The Tenant claims that the Landlord made an unreasonable rule when she was no longer allowed to use of the shower/bathtub due to repairs that were required. The Tenant states that the shower/bathtub tap has not been in working condition.
2. The Tenant claims that the Landlord refused to allow her to use the warehouse that is attached to the rental premises; however, the oral testimony of the parties demonstrates that the Tenant has storage available to her. I find that the storage space may have changed over the years as this is a storage area with various purposes. The Tenant claims that historically she had access to more areas of the property; however, the ownership did change due to a family member's passing several years ago. The Tenant could have made an application to address these concerns when she claims that the Landlord did not abide by the rental agreement. As the Tenant has access to the storage, **I dismiss this claim.**
3. The Tenant stated that she could not use the deck of the rental premises because it was not safe and needing significant repairs. The Landlord confirmed that the deck needed repair and could not be used until the Tenant removed her belongings to allow repairs to proceed.
4. The Tenant claims that the Landlord has not kept the rental premises in a good state of repair. The Tenant and her witnesses provided pictures of the state of door jambs, windows, and the deck. The building appears aged in the pictures provided by the Tenant. There are areas of the rental premises that need repair such as the door jambs and window frames. The property has not been updated for many years. The Tenant claims that the temperature is cold in the unit due to lack of repairs in the rental premises. The Tenant provided evidence of heat loss around door jams.
5. The Tenant claims that the Landlords cut off utilities to the rental premises when the Landlord unplugged the Tenant's vehicle during the winter. The Landlord voiced concerns over the safety of an electrical extension, and the consumption of power when it was not necessary due to weather conditions.
6. The Tenant testified that she is unable to lock her door. The evidence demonstrates that she was unable to lock one or both doors to her rental premises.
7. The Tenant also provided picture evidence as to damage caused by a kitchen fire in 2016. The Tenant is responsible for the damages caused to the unit. The Tenant has not fixed the damages that occurred in 2016; however, the Landlords are not seeking compensation for these damages at this time.
8. Pictures provided by the Tenant demonstrate that the unit is older and would benefit from renovations. Most of the pictures demonstrated the age of the rental premises. Since I am granting the eviction order the Landlord is seeking, I will not address any future renovations.

In review of the evidence and testimony, I find that some of the Tenant's claims are justified, and I award the following amounts for rent abatement:

1. Shower and bathtub issues - Due to the Tenant not being able to use the shower/bathtub, I confirm an abatement of rent of \$75.00 per month dating back to October 2023 ($\$75.00 \times 31 \text{ months} = \$2,325.00$).
2. Repairs required to the deck - For the Tenant's inability to use the deck of the rental premises, I confirm an abatement of rent of \$75.00 per month for 6 months of the year for three years, as the deck is not used in the winter ($\$450.00 \times 3 \text{ years} = \$1,350.00$).
3. Repairs to the property (windows and doors) - Although the heat and power are included in the rent, the Tenant complained of being cold due to a door not having a proper seal and issues with the windows. I confirm an abatement of \$75.00 for six months per year, dating back to October 2023. Six months of colder temperatures for three years ($\$600.00 \times 3 \text{ years} = \$1,800.00$).
4. For the times the Landlord has not allowed the Tenant to plug in her vehicle, I confirm an abatement of rent of \$200.00.
5. Door(s) that cannot be locked. I confirm an abatement of rent of \$50.00 per month for 31 months for the Tenant's inability to lock one or both doors ($\$50.00 \times 31 \text{ months} = \$1,550.00$).

The total of abatement of rent for the issues raised by the Tenant is \$7,225.00.

Tenant's quiet enjoyment and Landlord's right to enter

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

Subsection 26(3) requires a Landlord who intends to enter to give written notice at least 24 hours before the intended time of entry.

Subsection 27(2) of the Act states: "in the case of an emergency, a landlord has a right to enter even though the tenant is not home at the time and has not given permission to the landlord to enter".

The Tenant claims the Landlords repeatedly entered the premises without 24-hour notice as required under the Act. The Tenant did not provide specific dates to these claimed breaches.

The Tenant claims that the Landlord, RW, "violently entered the rental premises yelling and demanding things of the Tenant", and that this creates an atmosphere of fear, and the Tenant states that these instances "took place over many years at all times of day and night".

The Landlord confirmed that he did enter the premises without warning when there was a water leak into his property that was a result of the Tenant causing a water spill. The witnesses also testified that he was aggressive with the Tenant. PW, Landlord, testified that they had not entered the rental premises without permission in numerous years. The parties confirm that they have difficult familial relationships dating back many decades, and that in the previous years, the Landlords would enter the home when a loved one used to live in the rental premises.

The Tenant claims a breach of privacy because the Landlord spoke to their niece about the concerns about the Tenant's failure to pay rent. The Landlord, RW, stated that he spoke to the Tenant's daughter due to concerns for the Tenant. Because of longstanding familial relationships, this could be the result of these discussions.

The Tenant and her witness did state on numerous occasions during the hearing that she experienced emotional distress over the years as a result of the Landlords. The *Residential Tenancies Act* does not contain a provision for awarding compensation for emotional distress. I do, however, believe that the Landlord disturbed the Tenant's quiet enjoyment of the rental premises and require them to compensate her the amount of \$1,000.00.

No entry/exit inspection report

Sections 18(4) and 18(5) of the Act permits a landlord to retain the security deposit against repairs of damages to the rental premises, but only if the landlord has completed both entry and exit inspection reports and provided a copy of both reports to the tenant.

The parties confirmed that the Tenant has not paid a security deposit; therefore, I dismiss this claim.

Other claims by the Tenant

The Tenant made several claims, some that cannot be ascertained under the *Residential Tenancies Act* such as emotional distress, constructive eviction, issues with the occupancy health and safety standards, significant family relationship breakdowns dating over 50 years, extra-judicial harassment, power play of extortion, the Tenant's position of vulnerability including her health concerns, abuse of power, proprietary estoppel, constructive trusts, multiple wills, environmental health, and humanitarian issues which the Tenant claims in her application. She does however acknowledge that some of these claims are outside of this application.

The parties were reminded that as a rental officer, I am limited to the *Residential Tenancies Act*.

Further evidence provided by the Tenant

Regarding further evidence provided by the Tenant, I did not allow pictures of transcribed voicemail messages from the Landlord due to the lack of accuracy of these transcriptions.

Order

An Order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$31,500.00 (p. 41(4)(a));
- requiring the Landlord pay to the Tenant with a rent credit in the amount of \$300.00 for the increase of rent notice of 90 days (ss. 47(2), ss. 84(1));

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- requiring the Landlord pay to the Tenant \$7,225.00 in compensation for the losses suffered as a direct result of the Landlord's failure to provide and maintain the rental premises in a good state of repair (p.30(4)(d)).
- requiring the Landlord to pay the Tenant compensation in the amount of \$1000.00 for losses suffered as a direct result of the breach of the Tenant's quiet enjoyment of the rental premises (p. 34(2)(c));
- terminating the tenancy agreement between the parties on June 30, 2026 (p. 41(4)(c)); and;
- evicting the Tenant from the rental premises on July 1, 2026 (p. 63(4)(a)).

Renee Fougere
Rental Officer