

IN THE MATTER between **AP**, Applicant, and **MPM**, 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:

AP

Applicant/Tenant

-and-

MPM

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 16, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AP, representing the Applicant
LA, representing the Respondent
JB, observing for the Respondent

Date of Decision: April 26, 2026

REASONS FOR DECISION

An application to a rental officer made by AP as the Applicant/Tenant against MPM as the Respondent/Landlord was filed by the Rental Office on February 26, 2026. 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 March 4, 2026.

The Application alleged the Respondent breached their obligations by failing to carry out an entry and exit inspection, not kept the rental premises in a state of good repair, and compliance with health and safety standards. An order was sought for return of security deposit and rent, and compensation for expenses for a total of \$3,855.72

A hearing was scheduled for March 26, 2026, due to conflicting schedules for the Rental Officer, the hearing was rescheduled and notice provided to all parties. The rescheduled hearing took place on April 16, 2026, by three-way teleconference. AP appeared to represent the Applicant. LA appeared to represent the Respondent and JB appeared as an observer for the Respondent. I reserved my decision to review the evidence and testimony.

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

Tenancy agreement

Evidence presented established in December 2025, the Landlord facilitated the assumption of a fixed term tenancy with the original lessee and the Tenant. The fixed term tenancy was from August 1, 2025 to July 31, 2026. The assumption of the tenancy was to be effective January 1, 2026, the assignment agreement was not signed until the Tenant arrived to the rental premises on January 9, 2026.

Also submitted into evidence was a digitally signed tenancy renewal between the parties on December 31, 2025; prior to the assumption date. The tenancy agreement indicated the monthly rent charge was \$2,030.00.

Evidence and testimony establishes the Tenant accepted the assumption by email and the parties mutually terminated the tenancy agreement on January 31, 2026.

Section 22 of the Act provides for an assignment may be done when a tenant has a fixed term tenancy agreement of six months or more or has no fixed tenancy agreement and has been in a unit for at least six months, and does not plan to come back to the unit. All of the rights and

obligations under the tenancy agreement apply to the new tenant, and the old tenant does not have any obligations. An assignment is not valid unless the landlord gives written consent, which cannot be unreasonably withheld. The assignment agreement must be signed by all parties to be valid.

My initial assessment of the tenancy was that the Tenant received the rental premises in the condition they received it because of the assignment. However, after further review of the tenancy renewal and assignment document, I find the Landlord under good intentions prematurely agreed to the assignment, as the tenancy agreement with the original lessee started August 1, 2025. In accordance with the Act, the earliest an assignment of tenancy agreement could be done was February 1, 2026. Because of this, I find the assumption of the tenancy agreement to be invalid.

I also note the Tenant did sign the renewal which could be considered a new tenancy, and the term would only have been from the digital signing date of December 31, 2025.

Tenancy issues

The Tenant testified they entered into a tenancy with the Landlord effective January 1, 2026, but did not take possession until January 9, 2026. The Tenant stated when they attempted to obtain the keys, they were informed the rental premises was being cleaned.

The Tenant stated when entering into the tenancy, they had asked about cleaning because of health concerns and was told the unit would be professionally cleaned, including the carpets. The Tenant stated there was no entry inspection upon start of the tenancy. The Tenant returned to the rental premises the day after gaining access to clean, as the unit was not in a reasonable state of cleanliness, as there were items and debris left by the previous occupant. The Tenant spoke to the condition of the rental premises, and not prepared for occupancy as closet doors and rods were missing.

The Tenant testified when cleaning, discovered cockroaches in the rental premises, in which they reported to the Landlord. The Tenant stated, they remained in the rental premises for a short period of time, until they could make arrangements for an alternate accommodation. The Tenant claimed they vacated due to the condition of the rental premises and sought the return of rent for January 2026, expenses incurred due to the condition of the rental premises.

To support the claim, submitted into evidence were photos, videos, email correspondence regarding the tenancy, cockroaches and cleanliness, and receipts for costs incurred. The total amount claimed by the Tenant was \$3,855.72.

In response to the claim, the Landlord's representative spoke to the non-requirement for an entry inspection because of a lease assumption in which they advised the Tenant, but agreed to have the carpets cleaned. Landlord's representative also stated they do not normally facilitate assumptions between tenants, but due to the Tenant coming from outside the community, they provided assistance.

To support the Landlord's representative's testimony was an invoice from the carpet cleaning contractor and email correspondence between the parties regarding the entry inspection and assumption of the tenancy agreement.

The Rental Officer questioned and the parties agreed the keys were returned to the Landlord at the end of January.

Rental Officer determinations

After reviewing the evidence and testimony of the parties, I took into account the issue and costs associated with the claim.

In review of the issue, the Tenant compensation is as follows:

Return of January rent

\$2,030.00 claimed - Rent for January 2026, the Rental Officer question, and the Tenant stated, because of the cockroaches they could not stay at the rental premises; they secured temporary accommodations; they left personal items at the rental premises due to concerns for insects and they also had items stored in the refrigerator. They also stated the Landlord advised the tenancy would terminate at the end of the month and to return the keys then.

The Rental Officer explained obligations under a tenancy agreement and mutual termination. The Tenant stated they held the keys until the mutual termination document was completed and the tenancy was fully terminated. The Rental Officer noted as the tenancy was still in place, the Landlord could not access the rental premises without providing appropriate notice. The Tenant stated when they vacated, they informed the Landlord and the desire to terminate the tenancy agreement. The Tenant again stated that the rental premises was unfit for habitation. The Rental Officer questioned and the Tenant acknowledged they did not approach the Landlord about alternate accommodations until the fitness for habitation could be addressed. The Tenant stated when they found the cockroaches and notified the Landlord, they did not get an immediate response. In the response they received, they were advised the cockroach issue could not be addressed

until later in the month. They took it as the Landlord unwilling to assist, nor would they provide accommodations. The Rental Officer pointed to section 30 of the Act.

In review of the evidence and testimony, the parties did not formalize the mutual termination until January 29, 2026 with termination date of January 31, 2026. I also note the Tenant utilized the rental premises as personal storage until the mutual termination date became effective. **Request for return of rent is denied.**

Security deposit

\$750.00 withdrawn - Return of security deposit. Testimony and evidence showed the Landlord returned the \$750.00 security deposit plus \$0.12 in accrued interest.

Tenant insurance

\$60.03 claimed - Tenant Insurance - section 13 of the tenancy agreement indicates a tenant to carry liability and personal property insurance. While the Tenant was not residing in the rental premises, they retained control of rental premises and therefore required to adhere to the terms of the tenancy agreement in regard to tenant insurance. **Request for reimbursement of tenant insurance is denied.**

Utility costs

\$123.00 claimed - Utility costs - section 9 of the tenancy agreement requires the Tenant is responsible for electricity. To support the claim was a utility invoice showing a \$52.50 connection fee and second invoice showing a \$70.80 utility charge for January 2026. As the Tenant retained control of rental premises, they were required to maintain the utility account. I find no reason why the Tenant would be entitled to reimbursement for utilities, even if they were no longer in the unit. **Request for reimbursement for utility costs is denied.**

Application costs

\$56.73 claimed - Tenant claiming reimbursement of \$20.00 fee for the application to a rental officer and \$36.73 cost for USB keys for the evidence. There is no specific provision in the Act for an Applicant to be awarded costs related to filing an application, and are a cost of doing business with the Landlord. **Request for reimbursement for application costs is denied.**

Reimbursement for vacuum cleaner

\$98.70 claimed for the Vacuum cleaner and \$57.42 for transportation costs to the store and back to the rental premises - Actual cost of the vacuum cleaner is \$94.98 plus GST for a total of \$99.72. The Tenant purchased a vacuum cleaner because they felt the rental premises was unclean.

The Rental Officer questioned and the Tenant confirmed they would have eventually purchased a vacuum. The Rental Officer also questioned its disposal. In response the Tenant stated they were stressed when they looked at it and concerned of possible infestation in the vacuum itself.

The Rental Officer questioned why they did not clean the vacuum or place the vacuum in a cold area, which would kill the insect. In response, the Tenant noted the balcony was snow covered and they did not have a shovel. The Tenant also acknowledged they did not request assistance from the Landlord, nor did they feel the Landlord would provide assistance.

It was also noted the Tenant purchased other household items when purchasing the vacuum. I find the insufficient reasoning for the Landlord to reimburse the purchase price of the vacuum or transportation costs, as the Tenant acknowledged they would eventually purchase a vacuum; made non-related purchases, and did not attempt to mitigate perceived damages by sanitizing the vacuum. The Tenant also stated they returned the unused or opened items. **Request for reimbursement for the cost of the vacuum and transportation expenses is denied.**

Lodging

\$300.00 claimed - Tenant claimed costs for one week's rent at their new rental unit. The Tenant chose to vacate the rental premises before the tenancy was terminated. It was also noted the Tenant never requested the Landlord for direct assistance to address the cockroaches.

Evidence shows the Tenant entered into a weekly tenancy with a new landlord while still in a tenancy agreement with the Landlord.

I find the Tenant chose to enter into a tenancy agreement with another party rather than work with the Landlord to address the concerns. **Request for reimbursement of one weeks rent at the new rental premises is denied.**

Mattress and bed

\$244.04 claimed - Tenant claimed \$152.24 for the cost to replace a mattress and \$91.50 for the cost to replace the bed frame. The Tenant claimed they disposed of the items due to a cockroach found on the mattress. The mattress can be described as memory foam mattress and the bedframe as a metal and wood platform. To support the claim was photos of the items and the purchase information.

The Rental Officer noted again the Tenant did not take steps to sanitize the items. **Request for reimbursement for the cost of the mattress and bedframe is denied.**

Cleaning costs

\$25.10 claimed - The Tenant claimed \$10.10 for cleaning supplies purchased from the grocery store and \$15.00 for cleaning supplies brought with them when they moved. I also note the Tenant purchased a step stool for cleaning the rental premises but due to concerns of infestation disposed of the stool. No claim was made for the stool. The Rental Officer also informed the parties, tangible evidence is needed to provide costs. As there was no receipts or indication of the cleaning supplies brought with the Tenant. **The claim for \$15.00 is denied.**

The Tenant spoke to the condition of the rental premises; provided both video and photo evidence showing the condition at the time of taking occupancy. As noted earlier, there was a reasonable expectation the Tenant had assumed the tenancy agreement of the original lessee. However, as it was determined that no valid assumption occurred and the parties instead entered into a new tenancy agreement, there would be a reasonable expectation the Tenant was entitled to receive the rental premises in a state of ordinary cleanliness, which was not the case. As a result, the Tenant was required to purchase cleaning supplies, and spend time cleaning the unit. I am satisfied the Tenant is entitled to the costs of cleaning supplies and compensation for the time spent for cleaning, which based on the evidence, equates to one day of rent in amount of \$65.48 ($\$2,030.00 \div 31$ days) for a total of \$75.58. **Total approved costs \$75.58.**

Cockroaches

\$110.70 claimed - The Tenant claimed \$86.70 for supplies to address the cockroaches and \$42.00 in transportation costs. To support the claim were photos of cockroaches, insect traps and a receipt for items purchased.

The Rental Officer questioned and the Tenant confirmed they purchased traps and the other traps were pre-existing. To support the claim were receipts for the insect control items and photos of the pre-existing traps. Evidence provided also indicated the traps found in the rental premises did not belong to the exterminator and most likely placed there by the previous occupant.

Cockroaches are an insect that can be difficult to eradicated.

Subsection 30(1) of the Act obligates a landlord to maintain the rental premises or residential complex in a state of good repair and fit for habitation, and to comply with all health, safety and maintenance standards required by law.

Subsection 30(5) of the Act requires a Tenant to give notice to the Landlord of any substantial breach of their obligation under subsection 30(1).

Subsection 30(6) of the Act requires the landlord to, within 10 days remedy any breach referred to in subsection 30(5).

In review of the evidence, the Tenant informed the Landlord on the discovery of cockroaches within a day of obtaining the keys to the rental premises. I note the Landlord was unaware of the cockroaches until notified by the Tenant and did arrange for an exterminator. However, the issue was not addressed until 19 days after the issue was reported. I find the Landlord could have mitigated the issue somewhat by providing the Tenant with insect traps and cleaning supplies until the issue could have been addressed by the exterminator. The Tenant testified they did not use and disposed of the caulking purchased. After removing the cost of the caulking and applicable taxes, I find the Landlord is responsible to reimburse the Tenant for the expenses incurred to mitigate the cockroaches. The total amount authorized is \$62.00 for supplies and \$42.00 for transportation cost for total of \$104.00.

I also find the Tenant is entitled to compensation because the Landlord did not address the health and safety concerns when informed as required under subsection 30(6). I find a reasonable rate of compensation to be ten percent (10%) of the monthly rent which equates to \$203.00 ($\$2,030.00 \times 10\%$). **Total approved costs is \$307.00.**

\$	382.58	Total approved costs
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I am satisfied the Tenant is entitled to compensation in the amount of \$382.58

Orders

An order will be issued requiring the Landlord to compensate the Tenant \$382.58 for costs incurred in relation to cleaning and mitigation of cockroaches and consequentially disrupting the Tenant's enjoyment of the rental premises (p. 30(4)(d), p. 34(2)(c)).

Jerry Vanhantsaeme
Rental Officer