

IN THE MATTER between **NNL**, Applicant, and **AJ**, 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:

NNL

Applicant/Landlord

-and-

AJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BC, representing the Applicant
HC, representing the Applicant
AJ, representing the Respondent
AG, representing the Respondent

Date of Decision: April 14, 2026

REASONS FOR DECISION

An application to a rental officer made by NPI on behalf of NNL as the Applicant/Landlord against AJ as the Respondent/Tenant was filed by the Rental Office on March 6, 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 11, 2026.

The Applicant requested termination of the tenancy agreement under subparagraph 59(1)(a)(iii) of the Act as they intend to carry out extensive renovations to the rental premises and residential complex, requiring vacant possession of the building. Once the renovations are complete, the Applicant intends to lease the residential complex to an affiliated corporation and charge rent to staff, and by doing so applicant does not require an application for change of use as outlined under subparagraph 59(1)(a)(ii). An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for April 8, 2026 by three-way teleconference. BC and HC appeared to represent the Applicant. AJ appeared as the Respondent and AG appeared to represent the Respondent. I reserved my decision to review the evidence and testimony.

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

Preliminary matters

The current rental premises can be described as a two bedroom, one bathroom apartment. After the repairs and renovations are completed, the rental premises could remain a two bedroom, one bathroom apartment.

Tenancy agreement

Evidence was presented establishing a month-to-month tenancy agreement commenced with a different landlord on November 7, 2014. The tenancy agreement was signed by all parties. Evidence in the form of a statement indicated the current Landlord purchased the residential complex in December 2025.

Section 19(1) of the Act states, where there is a change of landlord, all rights and obligations arising under the Act, and additional rights and obligations arising under a written tenancy agreement are binding to the new landlord.

The tenancy agreement contained contraventions of the Act under clause 7, for use of the security deposit and clause 8, condition of the rental premises in regards to conducting the entry/exit inspection.

Contraventions of the Act are not enforceable.

Termination for repair

Subparagraph 59(1)(a)(iii) of the Act provides for the landlord to apply to terminate the tenancy agreement were they require the rental premises and residential complex for the purpose of making repairs or renovations and vacant possession; and (b) has obtained all necessary premises or other authorizations that may be required.

Subsection 59(4) of the Act provides for a tenant the "Right of First Refusal" to return to the rental premises when the repairs or renovations are completed, so long as they provide address information to the landlord.

Subsection 59(5) of the Act provides to a former tenant to make an application to a rental officer should the landlord deprive the tenant of the "Right of First Refusal".

The Landlord's representative testified they purchased the residential complex in December 2025. During the purchase process they discovered the heating system was obsolete, failing and was unable to address the issue over the winter. The Landlord's representative noted they need to remove the old failing (Poly B) piping as it is a part of the heating system and issues with obtaining insurance. To carry out the work, the residential complex would need to be taken back to the basic structure. The Landlord stated they were seeking vacant possession on July 1, 2025, to allow time for the work when heating was not required within the building.

The Landlord spoke to the renovation and adding of bedrooms to the residential complex, which would add to the communities housing stock.

To support the Landlord's claim was a letter explaining the reasoning for the application, architectural drawings, and a city of Yellowknife's alterations and improvements permit dated January 23, 2026.

In response to the claim, the Tenant acknowledged the Landlord's requirement. The Tenant noted they have reside in the residential complex for an extended period of time and have an accumulation of personal items. The Tenant also spoke to other residents not connected to the Landlord getting assistance to move.

The Tenant's representative questioned and the Rental Officer explained termination under subparagraph 59(1.1)(a)(i). The Tenant also expressed their concern for vacancies and affordability within the community, and time to relocate.

In response to the Tenant's concerns, the Landlord's representative stated, in their application process, they tried to provide time to vacate but still allow for time to address the heating issue. The Landlord's representative spoke to the willingness to be flexible on time to vacate and be able to address the heating issues. A Landlord's representative spoke to gathering information on other landlord vacancies, with comparable rents and provide the information to the Tenant.

The Landlord's representative confirmed, they would be amicable to an August 1, 2026, vacancy possession date and would willing to provide a small moving allowance to help reduce the Tenant's costs. The Landlord's representative also spoke to the possibility of early vacancy, without penalty.

The Tenant's representative questioned and the Rental Officer explained *Right of First Refusal* under subsection 59(4) of the Act.

The Landlord's representative confirmed the rental premises can remain as a self contained 2 bedroom unit.

The Landlord's representative acknowledged, based on the application, the Tenant has the *Right of First Refusal* should they request it. Eventually they would like to convert the residential complex into rental accommodations for staff as Tenants under the Act.

Rental officer findings

Subparagraph 59(1)(a)(ii) of the Act provided for the landlord to apply to terminate a tenancy where they require the rental premises for the purpose of changing the use of the rental premises to a use other than that of rental premises.

The Landlord submitted as part of their application a summary explaining that they were not seeking a change of use for the residential complex, as the Landlord plans to lease the residential complex to an affiliated company for staff housing but would charge rent; therefore the staff would be considered as Tenants under the Act.

While the Landlord is claiming not to change of use of the rental premises or the residential complex as they would be charging rent, I tend to disagree with the Landlord's claim in part. The Act allows for rent be charged to staff, making them Tenants under the Act. However, the drawings indicate a substantial change to the rental premises by opening a wall between units, which would remove the self contained unit to a boarding house type of rental. .../5

However, the Landlord acknowledged should the Tenant exercise the *Right of First Refusal*, they would ensure the rental premises remains as a self-contained unit.

I also note the Landlord's need to address plumbing and heating issues within the residential complex, to not breach section 30 of the Act, which requires a landlord to ensure a rental premises and residential complex are in a good state of repair and fit for habitation during a tenancy.

Termination of the tenancy agreement and eviction

Subparagraph 59(1)(a)(iii) of the Act states a landlord may apply to a rental officer to terminate a tenancy if the landlord is making repairs or renovations so extensive as to require a building permit and vacant possession of the rental premises and (b) has obtained all necessary permits or other authorizations that may be required.

Subparagraph 59(1.1)(a)(i) of the Act provides that the earliest the rental officer can order the termination of a month-to-month tenancy in this situation is for the last day of a month that is no earlier than 90 days after the application to a rental officer is made.

The application was filed on March 6, 2026. Ninety days from the filing date is June 4, 2026, and based on this, the earliest termination could be ordered is June 30, 2026. Being satisfied that this application was made in good faith and with sufficient reasoning, I am satisfied that the termination of the tenancy and eviction are justified. I also note the Landlord's willingness to work with the Tenant to extend the time line to obtain possession to August 1, 2026.

Orders

An order will be issued:

- terminating the tenancy agreement between the parties on July 31, 2026 (sp. 59(1.1)(a)(i));
and
- evicting the Tenant from the rental premises on August 1, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer