

IN THE MATTER between **NNL**, Applicant, and **CA**, 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-

**CA**

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  
CA, 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 CA 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. CA 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 would be reconfigured to a three bedroom, one bathroom apartment.

#### *Tenancy agreement*

Evidence was presented establishing a month-to-month residential tenancy agreement commenced with a different landlord on June 1, 2017. Evidence in the form of a statement showed 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 the use of the security deposit at the end of a tenancy and clause 8, conduct of the entry/exit inspection.

Contraventions of the Act are not enforceable.

*Termination for repair*

Subparagraph 59(1)(a)(iii) 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.

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.

The Landlord's representative testified they purchased the residential complex in December 2025. During the site reviews, they had spoken with the Tenant and found mechanical issues within the complex that need attention but not addressable during the winter months. The Landlord's representative noted the repairs require heat to be shut down for an extended period of time. The Landlord's representative spoke to aged mechanical system failing and gave the example of the Tenant's rental premises having challenges to get the heat up to 20 Celsius without the assistance of an electrical heater. Because of the issues, the Landlord planned the replacement of the heating system and at the same time, renovate the residential complex with additional bedrooms throughout the building. The Landlord noted that the wall needed to be opened for re-piping. The Landlord also spoke to a heating failure on the main floor, which would require the concrete to be cut, and because of the work required, it would be unsafe or inappropriate to allow the building to remain occupied. The Landlord's representative expressed the work needed to be complete before winter.

The Landlord acknowledged the Tenant's written concerns and noted they corrected the breaches to the tenancy agreement as soon as they were able, and in regards to the claim of staff housing, the NWT courts determining staff housing can be deemed a rental premises if rent is charged.

The Landlord also noted that the Tenant could vacate earlier should they choose, but was willing to allow up to August 1, 2026, for vacant possession, allowing time to address the heat before winter.

In response to the claim the Tenant acknowledged the Landlord's repair requirements, but raised concern on not being allowed to return to the residential complex after repairs were completed. The Tenant also expressed concern that the Landlord identified the residential complex as staff housing, thereby forcing residents to vacate for the benefit of the employer.

The Rental Officer noted the Landlord's application was not based on change of use but for major repair and renovation, and as a result, the Tenant could submit a *Right of First Refusal*.

The Rental Officer questioned and the Landlord confirmed the location of the current rental premises in relation to the drawing, and noted an opening between the rental premises and the adjacent unit. The Landlord also stated they would follow the decision of the Rental Officer. The Landlord confirmed that, if *Right Of First Refusal* is done, the rental premises would remain a self-contained rather than an open floor plan between units. The Rental Officer explained subsection 59(4) for *Right Of First Refusal* and notice.

The Rental Officer questioned and the Tenant acknowledged the heating issue. The Rental Officer noted the failure of the heating system would be unsafe to the Tenant, which would breach the Landlord's obligations under section 30 of the Act.

#### *Tenant concerns*

Subsection 68(2) of the Act states, at a hearing of an application to terminate a tenancy or to evict a tenant, a rental officer may permit a tenant to raise any issue that could be subject of an application under this Act, and the rental officer may, if they consider it appropriate in the circumstances, make an order on that issue.

The Tenant provided into evidence a written submission raising multiple issues and sought relief and compensation under section 61 of the Act and requested additional 6-12 months to relocated.

Section 61 of the Act speaks to another public body issuing direction to have a rental premises vacated, and upon an application to a rental officer, terminate a tenancy on a specific date. The section does not contain a remedy to a tenant for termination under the section.

The Rental Officer also noted to the parties:

- Payment of rent to the Landlord: The Act does not address how rent is to be paid, just that it needs to be paid in accordance with the tenancy agreement and section 41 of the Act. The Tenant spoke to challenges and costs for paying rent due to the inability to auto-debit the Tenant's account. It was noted the Landlord did provide for different payment options, a location for rent to be paid and also arranged for a person to receive rent at the rental premises; and
- Notice of Sale: The Tenant raised concerns on change of Landlord and payment of rent. The Rental Officer informed the Tenant, rent could be paid to the Rental Officer until it was determined who was to receive payment.

As part of the Tenant's concerns, the Tenant requested compensation for:

- Breach of Section 22 of the tenancy agreement for late notice of change of ownership - Section 45 of the Act (Compliance with Additional Obligations) provides that a tenant who enters into a written tenancy agreement and undertakes additional obligations must comply with those obligations, and with rules that are deemed reasonable. It also provides for a remedy for breaches if the tenant fails to adhere to such obligations.

Breach of Section 20 of the Act - failure to manage the tenancy safely, reasonably, and responsibly - Section 20 of the Act outlines the obligations and entitlements of both the previous and current landlord before and after a change of landlord.

The Act does not provide a remedy to a tenant where a landlord breaches the additional obligations of the tenancy agreement, nor does it provide a remedy for the Tenant's claim under Section 20. **Claim for compensation under section 45 and section 20 is denied.**

- Breach of Section 36(1) under the Act notice of legal name changed and address in writing. The Landlord was unable to provide notice of change of ownership to the Tenant within the 7 days as outlined in the tenancy agreement.

Subsection 36(3) and subsection 36(4) of the Act allows for a tenant to commence an action against a landlord and should the rental officer finds the landlord breached the obligation, order the landlord to comply with the obligation to provide notice. There is no provision for compensation under subsection 36(1). **Claim for compensation denied.**

- The Tenant's written claim requested compensation for breaches of the Act which included emotional and mental distress and for disruption and uncertainty since late 2025.

The Act does not contain a provision for awarding compensation for emotional or mental distress. Compensation can only be awarded directly to breaches of the Act and must be reasonable. **The claim for emotional and mental distress is denied.**

However, I note the Tenant made multiple attempts to address issues such as payment of rent but did not receive a response within a sufficient period of time. This lack of response left the Tenant in a position of uncertainty regarding how to maintain contact with the Landlord. In doing so, the Landlord effectively disturbed the Tenant's quiet enjoyment of the rental premise and residential complex. **In my opinion the Tenant is entitled to compensation under subsection 34(2)(c). I find the Tenant is entitled to compensation in the amount of \$100.00.**

- Costs for relocation and increased rent at the new residence

Subsection 60(1) of the Act allows for compensation upon an application of a former tenant when the landlord in good faith did not require the rental premises specified in their application for termination. As the tenancy remains in place, **the claim for compensation is denied.**

#### *Rental officer findings*

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

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

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's plan is to lease the residential complex to an affiliated company as staff housing but would be charging rent. By charging rent, the person is considered a tenant under the Act. I disagree with the Landlord's claim in part to change of use. I note the drawings indicated a substantial change from the self-contained rental premises to an open concept, and the open concept would effectively eliminate the rental premises, I found the Landlord could also have applied for termination of the tenancy agreement under both subsection 59(1)(a)(ii) and subsection 59(1)(a)(iii) at the same time. However, as the Landlord did not apply under subsection 59(1)(a)(ii), the Tenant could exercise their *Right of First Refusal* under subsection 59(4), and should the Landlord breach that obligation, the former tenant could make an application to a rental officer under subsection 59(5) of the Act.

I find the Landlord gave sufficient reasoning for the repair and renovation of the residential complex, because without doing the repairs, the Landlord would breach their obligation to maintain the rental premises and residential complex in a good state of repair and fit for habitation as required under section 30 of the Act.

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

Section 59 of the Act provides for a rental officer to terminate the tenancy for a month-to-month tenancy agreement for the last day of a month no earlier than 90 days from the day the application to a rental officer is made.

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.

As the application was filed on March 6, 2026, ninety days from filing date is June 4, 2026, and the earliest the tenancy could be terminated is June 30, 2026. I am satisfied that the application was made in good faith, I am satisfied termination of the tenancy and eviction are justified. I also note the Landlord's willingness to allow the Tenant to remain stay in rental premises until August 1, 2026.

### *Orders*

An order will be issued:

- requiring the Landlord to pay compensation to the Tenant \$100.00 as a result of the Landlord disturbing the Tenant's quiet possession and enjoyment of the rental premises. The \$100.00 will be in the form of a rent credit to be applied to May 2026 rent (sp. 34(2)(c), ss. 84(1));
- terminating the tenancy agreement between the parties on June 30, 2026 (sp. 59(1.1)(a)(i)); and
- evicting the Tenant from the rental premises on July 1, 2026 (p. 63(4)(a)).

---

Jerry Vanhantsaeme  
Rental Officer