

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

VNO

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
VNO, as the Respondent
LT, representing the Respondent

Date of Decision: April 15, 2026

REASONS FOR DECISION

An application to a rental officer made by NPI on behalf of NNL as the Applicant/Landlord against VNO 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. VO appeared as the Respondent. LT 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 name of the Respondent on the application did not match the name on the tenancy agreement. The style of cause will reflect the name recorded on the tenancy agreement.

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 without a kitchen or dining area.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement commenced with a different landlord from November 1, 2023 to October 31, 2024. After which continued as a month-to-month tenancy. The tenancy agreement was signed by all parties. 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 in charging NSF fees, clause 7, for use of the security deposit at the end of the tenancy, and clause 8, condition of the rental premises when conducting the inspection of the rental premises at the start and end of the tenancy.

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 when purchasing the residential complex they found the building contained Poly B piping, which has history of failure, causing heating issues at the residential complex. The Landlord also testified the heating system needs replacement, which would require the removal of the plumbing throughout the residential complex. They noted heat failure on the main floor. The Landlord spoke to the urgency to replace the heating system and that insurance companies would not underwrite a building containing Poly B. The Landlord's representative noted since carrying out the repairs, they would renovate living spaces to allow for future staff housing by adding bedrooms. The Landlord spoke to the need for the work to be done in the summer months, when heat would not be a requirement.

The Landlord's representative noted they applied for the major renovation under section 59, as there would be no change of use, as any staff residing in the building would be charged rent. The Landlord's representative expressed that they wanted to ensure the Tenant had sufficient time to relocate.

In response to the claim, the Tenant's representative acknowledged what the Landlord was doing and advised that the Tenant was actively looking for other rental options. The Tenant's representative spoke to the challenges of finding housing and requested if Landlord could

extend the time line to vacate from July 1, 2026, to the end of July. And if possible assist the Tenant with other options, which would allow them to vacate sooner. In response to the Tenant's request the Landlord's representative stated the biggest concern is to address the heating issue prior to winter and agreed to pushing the vacant possession date to the end of July. A Landlord's representative spoke to gathering information and willingness to share rental information from other landlords.

The Tenant questioned and the Rental Officer explained termination of a tenancy agreement and eviction. The Landlord's representative reiterated the need to repair the residential complex's heating system.

The Rental Officer explained landlord's requirement under section 30 of the Act, to maintain the rental premises and residential complex in a fit and habitable state and loss of heat would be a breach of that obligation.

The Rental Officer noted the Landlord indicated staff housing but as rentals, therefore no change of use, and in accordance with subsection 59(4) and 59(5) of the Act, the Tenant could request "Right of First Refusal" to return to the rental premises after the repairs and renovations are completed, so long as appropriate notice is given, and should the Tenant not to return, the Landlord could allow others to take up occupancy.

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 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 the use of the rental premises or the residential complex as they would be charging rent, I disagree with the Landlord's claim.

My initial thought was the Tenant would be able to exercise the "Right of First Refusal". However, based on the drawings, the renovation is so extensive it takes away the basics of a self contained rental unit, as there is no kitchen, dining or living space; only bedrooms and bathrooms; drastically altering the functionality from self contained rental unit to a lodging. Which effectively removes the Tenant's ability of "Right of First Refusal" unless they wish to just rent a room.

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

Termination of the tenancy agreement and eviction

Subsection 83(1) of the Act allows for a rental officer after holding a hearing to make an order or decision that has been applied for or that could have been applied for, that they consider justified in the circumstances.

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 rental premises

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. 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 the Landlord made the application in good faith to ensure the residential complex is maintained in a good state of repair and fit for habitation as required under section 30 of the Act. I am satisfied termination of the tenancy and eviction are justified. However, I also take into consideration the Landlord's willingness to extend the time for vacant 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)(a)(ii), sp. 59(1)(a)(iii), 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