

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

HZ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: BC, representing the Applicant
HC, representing the Applicant
HZ, representing the Respondent
Date of Decision: April 16, 2026

REASONS FOR DECISION

An application to a rental officer made by NPI on behalf of NNL as the Applicant/Landlord against HZ 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, 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 9, 2026, by three-way teleconference. BC and HC appeared to represent the Applicant. HZ appeared as the Respondent. I reserved my decision to review the evidence and testimony.

Preliminary matters

The current rental premises can be described as a one 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 presented established a residential tenancy agreement with a different landlord from April 4, 2023 to March 31, 2024, and renewed 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 under clause 7, for use of the security deposit at the end of the tenancy, and clause 8, conduct of the inspection of the rental premises at the start and end of the tenancy.

Contraventions of the Act are not enforceable.

.../3

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 to the extent they require 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. When doing their due diligence, they found the heating system was not functioning correctly throughout the building. The Landlord's representative gave the example of the heating system on the main floor and vestibules failing. The Landlord's representative noted work needed to be done to address the heat, but based on it being winter, they could not shut the heat down at that time. Due to the need, the Landlord decided to proceed with a major renovation, they would require to open walls to replace the heating lines throughout the building, needs to be done during the summer. The Landlord's representative stated because of the work required, the residential complex would effectively become a construction zone.

The Landlord's representative noted they applied for the repairs and renovations under section 59, which would also include adding rooms to eventually make the building staff housing, increasing housing stock within the community. The application was done to allow the Tenant to relocate during the summer, when heat was not required. The Landlord's representative noted the repairs are required to meet their obligations under the Act.

The Tenant spoke to the challenges of obtaining alternate housing within the community but looking. The Tenant also noted they were unsure of their rights under the Act. In response to the concern, the Landlord stated they would be willing to extend the time line to vacate from July 1 to August 1, and should they vacate early, there would be no other obligations required. A Landlord's representative also spoke to gathering information for other landlords and committed to sharing with the Tenant.

The Tenant questioned the option to return to the rental premises once work was completed. The Rental Officer explained the "Right of First Refusal" to the parties.

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.

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 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 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. I disagree with the Landlord's claim.

Initially I thought the Tenant could exercise the "Right of First Refusal" because the rental premises was to be under repair and renovation. However, further review of the drawings, the renovation is so extensive and it takes away the basics of a self contained rental unit. The rental premises would have the kitchen and living space removed and replaced by two bedrooms. The renovation drastically alters the functionality from self contained rental unit to a boarding room or lodging house, in effect removing the Tenant's ability of "Right of First Refusal" unless they wish to just rent a room, with limited shared spaces, in specific a kitchen or common area.

I also note the Landlord's urgent need to address heating issues within the residential complex, to ensure they do not breach section 30 of the Act, which requires them to maintain the rental premises and residential complex 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, and termination of the tenancy and eviction are justified. 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