

IN THE MATTER between **EB**, Applicant, and **SM**, 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 **Renee Fougere**, Rental Officer, regarding a rental premises located within the **hamlet of Fort Resolution in the Northwest Territories;**

BETWEEN:

EB

Applicant/Landlord

-and-

SM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 28, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EB, representing the Applicant

SM, representing the Respondent

Date of Decision: May 9, 2026

REASONS FOR DECISION

An application to a rental officer made by EB as the Applicant/Landlord against SM as the Respondent/Tenant was filed by the Rental Office on March 18, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the Respondent on April 1, 2026.

The Applicant claimed the Respondent failed to pay the security deposit, failed to pay rent, accrued arrears, not kept the rental premises in a state of ordinary cleanliness, caused damages, caused disturbances and committed or permitted illegal activities at the rental premises, seriously impaired the safety of the landlord, and not complied with additional obligations under a written tenancy agreement. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for April 28, 2026, by three-way conference. EB, the Applicant, was present at the hearing, and, SM the Respondent was also present. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Both parties confirmed that there was no payment of rent discussed. They stated that the Respondent was to do work in the house in lieu of rent. No specific amount of rent was discussed or sought. The Applicant provided evidence of damages in the rental premises. The Respondent confirmed the damages. The Respondent denied any illegal activity occurring in the rental premises.

In review of the evidence and testimony:

Under section (1) of the Act:

“Rent” is an amount of any consideration paid or required to be paid by a tenant to a landlord or his or her agent for the right to occupy rental premises and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in respect of his or her occupancy of the rental premises, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing.

A “rental premises” is a living accommodation or land for a mobile home used or intended for use as a rental premises and includes a room in a boarding house or lodging house.

A “tenant” is a person who pays rent in return for the right to occupy a rental premises.

A “tenancy agreement” is an agreement between a landlord and a tenant for the right to occupy a rental premises, whether written, oral or implied, including renewals of such an agreement.

Subsection 9(1) of the Act states, a tenancy agreement may be oral, written or implied.

Subsection 9(3) of the Act states, a written tenancy agreement must be in signed by the parties or their agents and may be in the form of a tenancy agreement set out in the regulations.

Subsection 9(4) of the Act states, a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

As the Applicant did not take steps to impose a specific amount of rent payment for the rental premises, nor did the Respondent make payments to the Applicant, I deem there is no tenancy agreement in place in accordance with the Act. Without a satisfactory tenancy agreement in place, the Rental Officer does not have authority to issue an order for the relief claimed. The application is **dismissed**.

This does not mean the Applicant does not have the ability to regain possession, just that it cannot be done under the *Residential Tenancies Act*.

Dated at the city of Yellowknife in the Northwest Territories this 11th day of May, 2026.

Renee Fougere
Rental Officer