

**LEGISLATIVE ASSEMBLY OF THE  
NORTHWEST TERRITORIES  
10<sup>TH</sup> ASSEMBLY, 8<sup>TH</sup> SESSION**

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LEGISLATIVE ASSEMBLY OF THE NORTHWEST TERRITORIES

AN ACT RESPECTING RESIDENTIAL TENANCIES

Statement of Purpose

The purpose of this Bill is to provide for the rights and obligations of landlords and tenants respecting residential tenancies; and to provide procedures for the enforcement of these rights and obligations.

Important

This Bill is tabled by the Minister of Justice for public review. This Bill does not represent the final policy of the Government of the Northwest Territories and is subject to change after public review and comment. Furthermore, changes of a technical nature can be expected to prepare the Bill for introduction in the Legislative Assembly.

AN ACT RESPECTING RESIDENTIAL TENANCIES

The Commissioner of the Northwest Territories, by and with the advice and consent of the Legislative Assembly, enacts as follows:

SHORT TITLE

Short title      1. This Act may be cited as the Residential Tenancies Act.      5

INTERPRETATION

Definitions      2. In this Act,

"approved"      "approved" means approved by a Rental Officer;

"caretaker's unit"      "caretaker's unit" means rental premises used by a person employed as a caretaker, janitor, manager, watchman, security guard or superintendent in respect of a residential complex in which the rental premises are situated;      10

"housing co-operative association"      "housing co-operative association" means an association incorporated under the Co-operative Associations Act;      15

"landlord"      "landlord" includes the owner, or other person permitting occupancy of rental premises, and his heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying rental premises, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;      20

"mobile home"      "mobile home" means a dwelling that is designed to be made mobile, and constructed or manufactured to provide a permanent residence for one or more persons, but does not include a travel trailer or tent trailer or trailer otherwise designed;      25

EXPLANATORY NOTES

New Act

"mobile home park"	"mobile home park" means the rental premises, and the land, structures, services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord, where two or more occupied mobile homes are located for a period of sixty days or more;	5
"prescribed"	"prescribed" means prescribed by regulation;	
"rent"	"rent" includes the amount of any consideration paid or required to be paid by a tenant to a landlord or his 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 occupancy of the rental premises, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing;	10 15
"Rental Officer"	"Rental Officer" means a person appointed pursuant to section 69;	
"rental premises"	"rental premises" means a living accommodation or site for a mobile home used or intended for use as rental premises and includes a room in a boarding house or lodging house;	20
"residential complex"	"residential complex" means a building, related group of buildings or mobile home park, in which one or more rental premises are located and includes all common areas, services and facilities available for the use of residents of the building, buildings or park;	25
"security deposit"	"security deposit" means money or any property or right paid or given by a tenant of rental premises to a landlord or his agent or to anyone on his behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant;	30 35
"tenancy agreement"	"tenancy agreement" means an agreement between a landlord and a tenant for possession of rental premises, whether written, oral or implied;	

"subtenant"	"subtenant" means a person who has been given by a tenant the right to occupy the rental premises;	
"tenant"	"tenant" means a person who pays rent in return for the right to occupy rental premises and his heirs, assigns and personal representatives.	5
Application	3.(1) Subject to this section, this Act applies to rental premises in residential complexes and to tenancy agreements, notwithstanding any other Act or any agreement or waiver to the contrary.	
Exemptions	(2) This Act does not apply to	10
	(a) transient living accommodation provided in a hotel, motel, tourist home, hostel or other similar accommodation;	
	(b) living accommodation occupied as a vacation home for a seasonal or temporary period;	15
	(c) living accommodation provided by a housing co-operative association to its members;	
	(d) living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care;	20
	(e) living accommodation established to temporarily shelter persons in need;	
	(f) living accommodation provided in connection with the purposes for which an institution is established by a hospital, a nursing home or a home for the aged;	25
	(g) living accommodation provided by an educational institution to its students or staff unless the living accommodation has its own self-contained bathroom and kitchen facilities and is intended for year-round occupation by full-time students or staff or members of their households;	30
	(h) living accommodation situated in a building or project used in whole or in part for non-residential purposes where the occupancy of the living accommodation is necessarily connected with the employment of the occupant in, or the performance by him of services related to, a non-residential business or enterprise carried on in the building or project; and	40
		45

	(i) premises occupied for business or agricultural purposes with living accommodation attached under a single lease unless the person occupying the living accommodation is a person other than the person occupying the premises for business or agricultural purposes, in which case the living accommodation shall be deemed to be a rental premises.	5
Application to Government and agents	(3) Unless otherwise stated in this Act, where the Government of the Northwest Territories or its agents is a landlord or a tenant, a housing association has been incorporated under the <u>Societies Act</u> or a housing authority as defined in the <u>Northwest Territories Housing Corporation Act</u> has been established, this Act binds the Government of the Northwest Territories or its agents, a housing association or a housing authority.	10 15
Contractual relationship between landlord and tenant	4.(1) For the purpose of this Act, the relationship of landlord and tenant created under a tenancy agreement is one of contract only and does not create any interest in land in favour of the tenant.	20
<u>Interesse termini</u> abolished	(2) The doctrine of <u>interesse termini</u> is abolished.	25
Effective date of commencement	(3) A tenancy agreement is capable of taking effect at law or in equity from the date fixed for the commencement of the term of the agreement without actual entry into or possession of the rental premises by the tenant.	30
Remedy of distress abolished	5.(1) No landlord shall distrain for rent payable under a tenancy agreement on the goods and chattels of any person.	
Idem	(2) No person authorized by any Act or other law or agreement to recover rent payable for, or the rental value of land or rental premises, shall distrain on the goods and chattels of a tenant of rental premises.	35
Transitional	(3) Subsections (1) and (2) apply whether or not the default in respect of which the remedy of distress that might have been taken, but for this section, occurred prior to the coming into force of this Act.	40

Application of <u>Frustrated</u> <u>Contracts Act</u>	6.(1) The <u>Frustrated Contracts Act</u> applies to a tenancy agreement.	
Application of <u>Fair Practices Act</u>	(2) The <u>Fair Practices Act</u> applies to a tenancy agreement.	5
Non-application of <u>Arbitration Act</u>	(3) The <u>Arbitration Act</u> does not apply to mediation of disputes between landlords and tenants.	
Covenants interdependent	7. Subject to this Act, the common law rules respecting the effect of a breach of a material covenant by one party to a tenancy agreement on the obligation to perform by the other party, apply to tenancy agreements.	10
Covenants	8. Covenants in a tenancy agreement concerning things related to the rental premises and inherently connected with the premises run with the land whether or not the things are in existence at the date the tenancy agreement is entered into.	15
Mitigation of damages	9.(1) Where a landlord or tenant is liable to the other for damages as a result of a breach of a tenancy agreement or this Act, the landlord or tenant entitled to claim damages shall mitigate his damages.	20
Obligation to rent	(2) Without limiting subsection (1), where a tenant terminates a tenancy agreement, violates a tenancy agreement or abandons rental premises, other than in accordance with this Act or the tenancy agreement, the landlord shall rent again the rental premises as soon as is practicable and at a reasonable rent in order to mitigate his damages.	25 30
TENANCY AGREEMENTS		
Agreement	10.(1) A tenancy agreement may be made orally or in writing or may be implied.	35
Term of oral or implied agreement	(2) An oral or implied tenancy agreement for a term greater than one year shall be deemed to be a tenancy agreement for one year only.	
Tenancy agreement	(3) A written tenancy agreement may be in the form as prescribed and shall be signed by the parties or their agents.	40



Agreement deemed to be in writing	(4) A tenancy agreement shall be deemed to be in writing where it has been signed by one party or his agent, given to the other party or his agent and the landlord permits the tenant to take occupancy of the rental premises.	5
Agreement deemed to include provisions of form as prescribed	11.(1) A tenancy agreement shall be deemed to include the provisions of the form as prescribed and any provision of the tenancy agreement that is inconsistent with the provisions of the form as prescribed or this Act is void.	10
Transitional	(2) Subsection (1) applies to all tenancy agreements in existence immediately prior to the coming into force of this Act.	
Delivery of a copy of agreement	12.(1) Where a tenancy agreement or renewal of a tenancy agreement is in writing, the landlord shall ensure that a copy of the agreement, signed by the landlord and tenant, is given to the tenant within sixty days after it has been signed by the tenant and delivered to the landlord.	15 20
Failure to deliver a copy of agreement	(2) Where a landlord does not deliver or cause to be delivered a copy of a tenancy agreement or renewal of a tenancy agreement in compliance with this section, the obligations of a tenant are suspended until the landlord complies with this section.	25
Onus of proof	(3) The onus of proof that a landlord has complied with this section is upon the landlord.	
Additional rights and obligations	13.(1) In addition to the rights and obligations contained in the prescribed form of a tenancy agreement, a landlord and tenant may provide in a written tenancy agreement for other rights and obligations which do not conflict with this Act.	30
Reasonable obligation	(2) Where an additional obligation concerns the tenant's use, occupancy or maintenance of the rental premises or residential complex or use of services and facilities provided by the landlord, the obligation cannot be enforced unless it is reasonable in all circumstances.	35
House rules to be reasonable	(3) A landlord shall not establish or modify or enforce rules concerning the tenant's use, occupancy or maintenance of the rental premises or residential complex or use of services and facilities provided by the landlord, unless the rules are reasonable in all circumstances, in writing and made known to the tenant.	40 45

Rental Officer to decide reasonableness	(4) A landlord or tenant may apply to a Rental Officer to determine whether an obligation or rule is reasonable.	
Accelerated rent prohibited	14. A tenancy agreement shall not contain any provision to the effect that a breach of the tenant's obligation under the tenancy agreement or this Act results in the whole or any part of the remaining rent becoming due and payable or results in a specific sum becoming due and payable, and a provision of this kind is void.	5 10
Definition	15.(1) For the purpose of calculating the amount of a security deposit, where an employer provides rental premises at a subsidized rent, the landlord of such premises may require a security deposit that is calculated on the market-value rent of the rental premises.	15
Security deposit	(2) A landlord shall not require or receive a security deposit from a tenant other than (a) in the case of a weekly tenancy, the rent for a period not exceeding one week; or (b) in the case of a tenancy other than a weekly tenancy, the rent for a period not exceeding one month.	20
Payment of security deposit	(3) The amount due for a security deposit for a tenancy other than a weekly tenancy may, at the discretion of the tenant, be paid over a three-month period as follows (a) fifty per cent of the amount to be paid at the commencement of the tenancy; and (b) the remaining fifty per cent of the amount to be paid within three months of the commencement of the tenancy.	25 30
Transitional	(4) A landlord shall not require or receive a security deposit from a tenant in an amount that exceeds one-half a month's rent under a tenancy agreement entered into or renewed prior to the coming into force of this Act.	35
Condition and contents of rental premises	16.(1) Upon entering a tenancy agreement and when a security deposit is requested, a landlord and tenant shall sign a form which sets out the condition and contents of the rental premises.	40
Copy to tenant	(2) A landlord shall ensure that a signed copy of the form referred to in subsection (1) is delivered to the tenant upon receipt of all or a portion of the security deposit, as the case may be.	45

Interest	17. A landlord shall credit annually, to the tenant, interest on the security deposit at a prescribed rate.	
Obligation	18.(1) A landlord shall keep a security deposit separate and apart from money belonging to him.	5
Deposit in trust account	(2) A landlord shall deposit a security deposit in a trust account in a chartered bank within the Territories.	
Return of security deposit	19.(1) Subject to this section, where a landlord holds a security deposit the landlord shall, within ten days after the tenant goes out of possession of the premises,	10
	(a) return the security deposit to the tenant with interest; and	
	(b) give the tenant a statement of account for the security deposit.	15
Repairs	(2) A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises.	20
Where landlord retains security deposit	(3) Where a landlord objects to returning all or a part of the security deposit on the grounds that a tenant has caused damage to the rental premises and repairs to the rental premises are necessary, the landlord shall, within ten days after the tenant goes out of possession of the premises,	25
	(a) send a notice to the tenant and a Rental Officer of his intention to withhold all or part of the security deposit;	
	(b) give the tenant a statement of account for the security deposit;	30
	(c) give the tenant a statement of account for such repairs; and	
	(d) return the balance of the security deposit with interest to the tenant.	35
Repairs	(4) Where the landlord objects to returning all or part of the security deposit, but is unable to determine the correct amount of the repairs within ten days after the tenant goes out of possession of the rental premises, the landlord shall deliver to the tenant, within ten days after the tenant goes out of possession of the rental premises,	40
	(a) an estimated statement of account for such repairs, and	
	(b) the estimated balance of the deposit,	45
	and shall within thirty days after the tenant goes out of possession of the premises	

- (c) deliver a final statement of account for such repairs, and
- (d) return the final balance to the tenant.

Mediation by Rental Officer (5) Where a landlord fails to return all or part of the security deposit with interest, the parties shall refer the matter to a Rental Officer who shall inquire into the matter and a decision of a Rental Officer is binding on the parties. 5

Change of Landlord or Tenant

Change of landlord 20.(1) Where there has been a change of landlord, all rights and obligations arising under this Act, and any additional rights and obligations arising under a written tenancy agreement, bind the new landlord. 10

Person to whom rent is payable (2) A tenant may continue, without prejudice, to pay rent to his landlord until he has received written notice that another person has acquired the landlord's right to possession of the residential complex and is attempting to enforce any of the rights of the landlord under this Act or the tenancy agreement, including the right to collect rent. 15  
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Where tenant uncertain (3) Where a tenant is uncertain about who is entitled to be paid the rent, he may request the Rental Officer to inquire into the matter and where the Rental Officer is unable to ascertain the person entitled to the rent, the Rental Officer may direct the tenant to pay his rent to the Rental Officer until the person entitled to the rent is determined, at which time the rent shall be paid to that person. 25  
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Consequences of change of landlord 21. Where there has been a change of landlord,  
(a) the new landlord is liable to a tenant for any breach of the landlord's obligations under this Act or the tenancy agreement, where the breach relates to the period after the change of landlord, whether or not the breach began before the change of landlord; 35  
(b) the former landlord is liable to a tenant for any breach of the landlord's obligations under this Act or the tenancy agreement, where the breach relates to the period before the change of landlord; 40

- (c) the new landlord is entitled to enforce against a tenant any obligation of the tenant under this Act or the tenancy agreement, where the breach of obligation relates to the period after the change of landlord, whether or not the breach began before the change of landlord; 5
- (d) the former landlord is entitled to enforce against a tenant any obligation of the tenant under this Act or the tenancy agreement, where the breach of obligation relates to the period before the change of landlord; and 10
- (e) where the former landlord has started a proceeding under this Act before the change of landlord, and the rights or obligations of the new landlord may be affected, the new landlord is entitled to join in or continue the proceeding. 15

Change of tenant by an assignment 22.(1) Where a tenant has assigned a tenancy agreement to another person, all the rights and obligations arising under this Act, and any additional rights and obligations arising under the written tenancy agreement, bind the new tenant. 20

No change of tenant by a subletting (2) Where a tenant has sublet, he remains entitled to the rights of a tenant and is liable to the landlord for breaches of a tenant's obligations, under this Act or the tenancy agreement. 25

#### Assignment and Subletting

Right to assign or sublet 23.(1) A tenant may, subject to subsection (2), transfer his right to occupy the rental premises to another person but the transfer shall be either 30

- (a) an assignment where the tenant does not intend to return to the rental premises, and he gives up all his interest in the rental premises to the other person; or 35
- (b) a subletting, where the tenant intends to return to the rental premises and he gives the right to occupy the rental premises to another person for a term ending on a specified date before the end of the tenant's term and he will resume occupancy on that date. 40

Consent (2) An assignment or subletting is not valid unless the landlord has given his written consent, which shall not be unreasonably withheld. 45

Subletting	(3) Where a landlord unreasonably withholds his consent to a subletting, a tenant may request an order from the Rental Officer permitting the subletting without the landlord's written consent.	
No charge	(4) A landlord shall not charge for giving his consent to an assignment or subletting except, for reasonable expenses incurred to give the consent, up to a maximum of fifty dollars.	5
Form of consent	(5) A consent to assign or sublet may be in the approved form and shall be signed by the landlord or his agent.	10
Form of assignment and subletting	(6) An assignment or a subletting agreement may be in the approved form and (a) an assignment shall be signed by the tenant and new tenant or their agents; or (b) a subletting agreement shall be signed by the tenant and subtenant or their agents, and where there is a written tenancy agreement, a copy of the agreement shall be attached to the assignment or subletting agreement.	15 20
Assignment or subletting takes effect	(7) An assignment or subletting takes effect on the date the new tenant or subtenant is entitled to occupancy of the rental premises.	
Exception	(8) This section does not apply to rental premises administered by or for the Government of the Northwest Territories or its agents, housing associations incorporated under the <u>Societies Act</u> or housing authorities as defined in the <u>Northwest Territories Housing Corporation Act</u> .	25 30
Subtenant's rights and obligations	24.(1) A subtenant is entitled to the rights of the tenant, and is liable to the tenant for any breaches of the tenant's obligations under this Act or the subtenant's obligations under the subletting agreement, during the term of the subletting.	35
Subtenant to vacate	(2) A subtenant shall cease to occupy the rental premises at the end of the term of the subletting.	

## RIGHTS AND OBLIGATIONS

### Mutual Obligations

Alteration of locks to rental premises	25.(1) No landlord or tenant shall, during occupancy of the rental premises by the tenant alter or cause to be altered the locking system on any door giving entry to the rental premises except by mutual consent.	5
Alteration of locks to residential complex	(2) A landlord or tenant shall not change the locks on any entrance to the residential complex so as to unreasonably interfere with the other's access to the complex.	10
Remedies	(3) Where, on the application of a landlord or a tenant, a Rental Officer determines that an obligation imposed by this section has been breached, the Rental Officer may make an order	15
	(a) requiring the person who breached the obligation to give access to the rental premises or to the residential complex;	
	(b) requiring the person who breached the obligation to not breach the obligation again; or	20
	(c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct result of the breach.	25
Tenant's right to privacy	26.(1) A landlord shall not enter a rental premises except as provided by this section and section 27.	
Landlord's right to enter	(2) A landlord has the right to enter a rental premises, and a tenant shall permit the landlord to enter,	30
	(a) to perform the landlord's obligations under this Act and the tenancy agreement;	
	(b) to inspect the rental premises where the tenant has requested his consent to an assignment or subletting;	35
	(c) to show the rental premises to prospective tenants after the tenant has given notice to terminate the tenancy, the landlord and tenant have agreed to terminate or a judge or territorial judge has made an order terminating the tenancy;	40
	(d) to show the rental premises to prospective purchasers of the residential complex;	

	(e) to inspect the rental premises and to permit a mortgagee or prospective mortgagee or an insurer or prospective insurer to inspect the premises where a mortgage or insurance coverage is being arranged or is required to be renewed on the residential complex; or	5
	(f) to inspect the rental premises on the day the tenant is required to vacate the premises to determine if the tenant has fulfilled his obligations under this Act and the tenancy agreement.	10
Need for notice	(3) A landlord who intends to exercise the right to enter, given by subsection (2), shall give written notice to the tenant at least twenty-four hours before the first time of entry under the notice, specifying the purpose of the entry and the days and the hours during which the landlord intends to enter the rental premises, and those hours must be between 8:00 a.m. and 8:00 p.m.	15 20
Tenant may specify alternative hours	(4) Unless the tenant objects to the days and hours set out in the landlord's notice and specifies alternative days and hours that are reasonable in the circumstances, the landlord may enter in accordance with the notice given under subsection (3).	25
Entry without notice	27. A landlord has the right to enter the rental premises without giving the notice required by subsection 26(3) where	
	(a) an emergency exists, in which case the tenant shall permit the landlord to enter;	30
	(b) the tenant consents at the time of entry; or	
	(c) the landlord has good reason to believe that the tenant has vacated or abandoned the rental premises.	35
Remedies	28. Where, on the application of a landlord or a tenant, a Rental Officer determines that an obligation imposed by section 26 or 27 has been breached, the Rental Officer may make an order	40
	(a) requiring the person who breached the obligation to not breach the obligation again; or	
	(b) requiring the person who breached the obligation to compensate the affected party for loss suffered as a direct result of the breach.	45



Entry by  
political  
canvassers

29. A landlord shall not restrict reasonable access to the residential complex by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or any office in a municipal government or a school board, for the purpose of canvassing or distributing election material.

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#### Landlord's Obligations

Obligation  
to repair

30.(1) A landlord is responsible for providing and maintaining the rental premises, the residential complex and all services and facilities promised by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy and for complying with health, safety and maintenance and occupancy standards required by law.

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Reduction  
of services

(2) Any substantial reduction in the provision of services and facilities shall be deemed to be a breach of subsection (1).

Knowledge of  
state of  
non-repair

(3) Subsection (1) applies even where a tenant had knowledge of any state of non-repair before he entered into the tenancy agreement.

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Remedies

(4) Where, on the application of a tenant, a Rental Officer determines that the landlord has breached the obligation imposed by this section, the Rental Officer may make an order

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(a) requiring the landlord to comply with his obligation;

(b) requiring the landlord to not breach his obligation again;

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(c) authorizing any repair or other action by the tenant that has been taken or is to be taken to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses associated with the repair or action; or

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(d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a direct result of the breach.

Notice of  
substantial  
breach

(5) A tenant shall give prompt notice to the landlord of any substantial breach of the obligation imposed by subsection (1) that comes to the tenant's attention.

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Payment of rent to Rental Officer	31.(1) Where the landlord does not remedy the breach within ten days of the notice referred to in subsection 30(5), the tenant may pay to a Rental Officer, by cash, certified cheque or money order, all or part of the rent lawfully required on the subsequent dates specified by the tenancy agreement and the payment of rent to the Rental Officer shall be accompanied by an application to the Rental Officer under section 30.	5
Where tenant does not act on reasonable grounds	(2) Where a Rental Officer is of the opinion that the tenant had no reasonable grounds to believe that there was a substantial breach of the obligation imposed by subsection 30(1), the Rental Officer may make an order requiring the tenant to compensate the landlord for any additional reasonable expenses incurred by the landlord in collecting rent from the Rental Officer.	10 15
Duty to not withhold vital services	32.(1) A landlord shall not, until the date the tenant vacates or abandons the rental premises, withhold or cause to be withheld the reasonable supply of any vital service, including heat or fuel or electricity, gas, hot and cold water or other public utility, that it is his obligation to supply under the tenancy agreement, or deliberately interfere with the supply of a vital service, whether or not it is his obligation to supply that service, during the tenant's occupancy of the rental premises.	20 25
Remedies	(2) Where, on the application of a tenant, a Rental Officer determines that the landlord has breached the obligation imposed by this section, the Rental Officer may make an order <ul style="list-style-type: none"> <li>(a) requiring the landlord to comply with his obligation;</li> <li>(b) requiring the landlord to not breach his obligation again;</li> <li>(c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach; or</li> <li>(d) directing the tenant to pay to the Rental Officer all or part of his rent that would otherwise be payable to the landlord.</li> </ul>	30 35 40
Quiet enjoyment	33.(1) A landlord shall not disturb a tenant's possession or enjoyment of the rental premises or residential complex.	

Remedies	(2) Where, on the application of a tenant, a Rental Officer determines that the landlord has breached the obligation imposed by this section, the Rental Officer may make an order	
	(a) requiring the landlord to comply with his obligation;	5
	(b) requiring the landlord to not breach his obligation again; or	
	(c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach.	10
No seizure of tenant's property	34.(1) A landlord shall not seize the personal property of a tenant for any breach by the tenant of the tenancy agreement or under this Act, including the obligation to pay rent.	15
Seizure by sheriff	(2) Subsection (1) does not apply to a seizure of property when the seizure is made by the sheriff in satisfaction of an order of a judge, territorial judge or Rental Officer.	
Notice of legal name of landlord	35.(1) A landlord shall give notice to his tenants of	20
	(a) the legal name of the landlord, the landlord's address for the giving of notices or documents and, where there is no agent of the landlord having authority in respect of the residential complex, the landlord's telephone number; and	25
	(b) the name, address and telephone number of any agent of the landlord having authority in respect of the residential complex.	30
Posting of notice	(2) Where a landlord rents more than one rental premises in the same residential complex and retains possession of part of the complex for the common use of all tenants, he shall fulfil the obligation imposed by subsection (1) by posting up and maintaining posted in a conspicuous place the information required by subsection (1).	35
Proceedings against landlord	(3) Any proceeding taken by a tenant may be commenced against the landlord in the name provided under paragraph (1)(a).	40
Remedies	(4) Where, on the application of a tenant, a Rental Officer determines that the landlord has breached an obligation imposed by this section, the Rental Officer shall make an order requiring the landlord to comply with this obligation.	45

Landlord to make available copy of Act	36.(1) At the request of a tenant, a landlord shall make a copy of this Act available for consultation by a tenant at a reasonable time.	
Tenant directory	(2) A landlord of a residential complex of more than five rental premises shall draw up and keep up to date a tenant directory which indicates the tenants who may require special assistance in an emergency.	5
Compliance with additional obligations	37.(1) Where in a written tenancy agreement a landlord has undertaken additional obligations, he shall comply with the additional obligations that are reasonable in all circumstances, in accordance with section 13.	10
Remedies	(2) Where, on the application of a tenant, a Rental Officer determines that the landlord has breached the obligation imposed by this section, the Rental Officer may make an order	15
	(a) requiring the landlord to comply with his obligation;	
	(b) requiring the landlord to not breach his obligation again;	20
	(c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach; or	
	(d) authorizing any reasonable action by the tenant that has been taken or is to be taken to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses directly associated with the action.	25 30
Safety devices	38.(1) A landlord shall cause to be installed on rental premises, including the door giving entry to a residential complex, devices necessary to make rental premises reasonably secure from unauthorized entry.	35
Offence	(2) A landlord who does not comply with subsection (1) is guilty of an offence and is liable on summary conviction to a fine of not more than \$500.	

#### Tenant's Obligations

Obligation to pay rent	39.(1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.	40
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Late payment	(2) A tenant who pays his rent later than the dates specified by the tenancy agreement is liable to the penalty prescribed for each month that the payment is late.	
Remedies	(3) Where, on the application of a landlord, a Rental Officer determines that a tenant has failed to pay rent in accordance with subsection (1), the Rental Officer may make an order	5
	(a) requiring the tenant to pay the rent owing; or	10
	(b) requiring the tenant to pay his rent on time in the future.	
Determination of amount of rent owing	(4) Where a Rental Officer makes an order under paragraph (3)(a), the Rental Officer may, in determining the amount of rent owing, where he considers it is justified in doing so, take into account reasonable expenses incurred by the tenant to remedy the effects of any breach by the landlord of his obligation to repair.	15
No breach	(5) A tenant who pays part or all of his rent to a Rental Officer pursuant to subsection 20(3) or 31(1) or paragraph 32(2)(d) shall be deemed not to be in breach of the obligations imposed by subsection (1).	20
Responsibility for repair of damage	40.(1) A tenant is responsible for the repair of damage to the rental premises and the residential complex, including all services and facilities provided by the landlord, caused by the tenant's wilful or negligent conduct or the conduct of persons who are permitted on the premises by him.	25
No damage	(2) Ordinary wear and tear of rental premises does not constitute damage to the premises.	30
Remedies	(3) Where, on the application of a landlord, a Rental Officer determines that a tenant has breached the obligation imposed by this section, the Rental Officer may make an order	35
	(a) requiring the tenant to comply with his obligation;	
	(b) prohibiting the tenant from doing any further damage;	40
	(c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach;	
	(d) authorizing any repair or other action by the landlord that has been taken or is to be taken to remedy the effects of the tenant's breach; or	45

(e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

Quiet enjoyment	41.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.	5
Deemed disturbance by tenant	(2) A disturbance caused by a person permitted by a tenant to enter the residential complex or his rental premises shall be deemed to be a disturbance caused by the tenant.	10
Remedies	(3) Where, on the application of a landlord, a Rental Officer determines that a tenant has breached the obligation imposed by subsection (1), the Rental Officer may make an order	
	(a) requiring the tenant to comply with his obligation;	15
	(b) requiring the tenant to not breach his obligation again; or	
	(c) requiring the tenant to compensate the persons affected for loss suffered as a direct result of the breach.	20
Landlord to investigate complaints	42.(1) Where a tenant informs his landlord that he has been affected by another tenant's breach of the obligation imposed by subsection 41(1), the landlord shall inquire into the complaint and take appropriate action, and the action taken may include the making of an application under subsection 41(3).	25
Where tenant not satisfied	(2) Where, after receiving a complaint under subsection (1), the landlord does not make an application under subsection 41(3) and the complaining tenant is not satisfied with the action, if any, that the landlord has taken, the complaining tenant may give a written notice to that effect to the landlord and the Rental Officer.	30
		35
Rental Officer to inquire into matter	(3) Where a Rental Officer receives a notice under subsection (2), the Rental Officer shall inquire into the matter and, where he is of the opinion that there would be reasonable grounds for an application under subsection 41(3), shall attempt, by whatever reasonable means he considers necessary, to resolve the complaint by agreement between the landlord and the complaining tenant.	40

Deemed application	(4) Where the Rental Officer is of the opinion that he has been unable to resolve the complaint within a reasonable time, (a) an application by the landlord under subsection 41(3) against the tenant alleged to have breached the obligation imposed by subsection 41(1) shall be deemed to have been made; and (b) the landlord, the complaining tenant and the tenant alleged to have breached the obligation are parties to the application.	5 10
Compliance with additional obligations	43.(1) Where in a written tenancy agreement a tenant has undertaken additional obligations, he shall comply the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.	15
Responsibility for cleanliness	(2) A tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.	20
Overcrowding	(3) A tenant shall not permit a number of persons to occupy the rental premises on a continuing basis that results in the contravention of health, safety or housing standards required by law or in a breach of the tenancy agreement.	25
Remedies	(4) Where, on the application of a landlord, a Rental Officer determines that a tenant has breached an obligation imposed by this section, the Rental Officer may make an order (a) requiring the tenant to comply with this obligation; (b) requiring the tenant to not breach his obligation again; (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach; or (d) authorizing any action by the landlord that has been taken or is to be taken to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses directly associated with the action.	30 35 40
Illegal activities	44.(1) A tenant shall not carry on or permit to be carried on any illegal activity or do or permit the doing of any illegal act in the rental premises or in the residential complex.	45

Remedies	<p>(2) Where, on the application of a landlord, a Rental Officer determines that a tenant has breached the obligation imposed by this section and that the landlord or another tenant of the residential complex has been adversely affected, or is likely to be adversely affected by a continuation or repetition of the breach, the Rental Officer may make an order</p> <p>(a) requiring the tenant to comply with his obligation; or</p> <p>(b) requiring the tenant to not breach his obligation again.</p>	<p>5</p> <p>10</p>
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SECURITY OF TENURE

Restriction on termination of tenancy	<p>45.(1) A tenancy agreement may not be terminated except in accordance with this Act.</p>	15
Restriction on recovery of possession	<p>(2) A landlord shall not regain possession of a rental premises unless</p> <p>(a) an eviction order has authorized the regaining of possession;</p> <p>(b) the tenant has vacated or abandoned the rental premises; or</p> <p>(c) a tenancy agreement has been terminated and the tenant has vacated the rental premises.</p>	<p>20</p> <p>25</p>
Automatic renewal of tenancy	<p>46.(1) Where a tenancy agreement specifies a date for the tenancy agreement to end, the landlord and tenant shall be deemed to have renewed the tenancy agreement on that date as a monthly tenancy with the same rights and obligations as existed under the former tenancy agreement, subject to a rent increase that complies with section 47.</p>	30
Application	<p>(2) Subsection (1) does not apply where</p> <p>(a) the landlord and tenant have entered into a new tenancy agreement; and</p> <p>(b) the tenancy has been terminated in accordance with this Act.</p>	35
Exception	<p>(3) This section does not apply to rental premises administered by or for the Government of the Northwest Territories or its agents, a housing association incorporated under the <u>Societies Act</u> or a housing authority as defined in the <u>Northwest Territories Housing Corporation Act</u>.</p>	40



## RENT INCREASES

Rent increases	47.(1) Notwithstanding a change in landlord, the landlord shall not increase the rent of a tenant until twelve months have expired from (a) the date of the last increase in rent for the rental premises became effective; or (b) where the rental premises have not been previously rented, the date on which rent was first charged.	5
Notice	(2) The landlord shall give the tenant notice of the rent increase in writing at least three months prior to the date the rent increase is to be effective.	10
Effective date of increase	(3) An increase in rent by a landlord shall not be effective until three months have expired from the date of the notice of the rent increase.	15
Change of tenant	(4) Where a landlord has given a tenant notice of a rent increase and the tenancy agreement terminates, the landlord shall give the new tenant a copy of the notice prior to the parties agreeing to a tenancy agreement.	20
Exception	(5) This section does not apply to rental premises administered by or for the Government of the Northwest Territories or its agents, a housing association incorporated under the <u>Societies Act</u> or a housing authority as defined in the <u>Northwest Territories Housing Corporation Act</u> .	25

## TERMINATION

Agreement to terminate	48. Where a landlord and tenant agree in writing after a tenancy agreement has been made to terminate the tenancy on a specified date, the tenancy is terminated on the date specified.	30
Termination by tenant of fixed term agreement	49. Where a tenancy agreement specifies a date for the tenancy agreement to end, the tenant may terminate the tenancy on the date specified in the agreement by giving the landlord a notice of termination not later than thirty days before the termination date.	35

Termination  
by tenant of  
periodic  
tenancy  
agreement

50. Where a tenancy agreement does not specify a date for the tenancy to end, the tenant may terminate the tenancy on the last day of a period of the tenancy by giving the landlord a notice of termination,

- (a) in the case of a weekly tenancy, at least seven days before the termination date;
- (b) in the case of a monthly tenancy which is for less than twelve months tenancy, at least thirty days before the termination date; or
- (c) in the case of a monthly tenancy which is twelve months or more, at least sixty days before the termination date.

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Early  
termination  
by tenant

51. Notwithstanding any other provision of this Act,

- (a) where a tenant dies or the health and physical condition of the tenant deteriorate and he is unable to pay the rent; or
- (b) where a spouse of a tenant dies and the income of the surviving spouse is insufficient to pay the rent,

the tenant, his heirs, assigns or legal personal representative may terminate the tenancy agreement by giving notice, in accordance with section 53, accompanied, where applicable, by a medical certificate.

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Notice of early  
termination by  
landlord

52.(1) Subject to subsection (2), a landlord may, at any time, give a tenant a notice of termination of at least thirty days, where any of the following events have occurred:

- (a) the tenant has unreasonably disturbed on a persistent basis the landlord's or other tenant's possession or enjoyment of the rental premises or residential complex;
- (b) the tenant, or a person permitted in or on the rental premises or residential complex by him, has caused extraordinary damage to the rental premises or the residential complex and has failed to comply with an order of the Rental Officer made pursuant to subsection 40(3);
- (c) the tenant has failed to give, within the specified time required, the security deposit as required by this Act;
- (d) the tenant has breached a reasonable term of the tenancy agreement and has failed to rectify the breach within a reasonable time after receiving written notice to do so from the landlord;

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	(e) the tenancy agreement has been frustrated;	
	(f) the safety or other lawful right or interest of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant; or	5
	(g) a tenant has failed on a persistent basis to pay rent.	10
Exception	(2) A notice of termination referred to in subsection (1) for rental premises on which a mobile home is situated shall be of at least three months and such a tenancy agreement cannot be terminated in the months of December, January or February.	15
Application to terminate	(3) A landlord who has given a notice of termination pursuant to subsection (1) shall make an application to a judge or territorial judge for an order to terminate.	
Contents of notice of termination	53.(1) A notice of termination by a tenant or a landlord shall be in writing and shall	20
	(a) be signed by the tenant or the landlord or an agent of the tenant or the landlord;	
	(b) identify the rental premises to which the notice applies;	25
	(c) state the date on which the tenancy is to terminate; and	
	(d) state the reason for the termination of the tenancy.	
No fee	(2) A landlord shall not charge a tenant any fee for giving a notice of termination.	30
Termination of caretaker's tenancy	54.(1) Notwithstanding any other provision of this Act, where a landlord has entered into a tenancy agreement in respect of a caretaker's unit, unless otherwise agreed, the tenancy of the tenant is terminated on the day on which his employment is lawfully terminated and the tenant shall vacate the caretaker's unit not later than one week after his employment is lawfully terminated.	35
No rent or compensation	(2) A landlord shall not charge or receive any rent or compensation from the tenant in respect of the period of one week referred to in subsection (1).	40

Remedy against  
caretaker who  
overholds

(3) Where, on the application of a landlord, a judge determines that a tenant has failed to vacate the premises as required by subsection (1), the judge may make an order evicting the tenant on the earliest reasonable date.

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Tenancies of  
different  
types

55. Where, on the application of a landlord, a judge or territorial judge determines that

- (a) a tenant who, as a student or a staff member, was provided with living accommodation, that is not exempt from this Act, by an educational institution, has ceased to meet the requirement for occupancy of the living accommodation;
- (b) a tenant was an employee of an employer who provided the tenant with a rental premises during his employment and his employment has terminated; or
- (c) a landlord and a tenant share a bathroom or kitchen facility and personal differences have arisen between the landlord and the tenant which make the continuation of the tenancy unfair to either of them,

the judge or territorial judge may make an order terminating the tenancy on a date specified in the order.

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Termination  
for use of  
landlord  
or where sale

56.(1) Where, on the application of a landlord, a judge or territorial judge determines that the landlord, in good faith,

- (a) requires possession of a rental premises for the purpose of a residence for himself, his spouse, his child or parent, or a child or parent of his spouse; or
- (b) has entered into an agreement of sale of a residential complex, and
  - (i) is required by the agreement of sale to deliver vacant possession of a rental premises to the purchaser, and
  - (ii) the purchaser requires possession of the rental premises for the purpose of residence by himself, his spouse, his child or parent, or a child or parent or his spouse,

the judge or territorial judge may make an order terminating the tenancy

- (c) on the last day of a rent payment period not earlier than ninety days after the date the application is made; or
- (d) at the end of the tenancy agreement,

whichever is earlier.

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Early termination by tenant

(2) Where a tenant receives a copy of an application under subsection (1), he may, at any time before the date specified for termination in the application, terminate the tenancy by

- (a) giving the landlord not less than ten days notice of termination specifying an earlier date of termination of the tenancy; and 5
- (b) paying to the landlord on the date the tenant gives notice of termination under paragraph (a) the proportionate amount of rent due up to the date the earlier termination is specified to be effective, and in determining the proportionate amount of rent due, the tenant is entitled to take into account the amount of any security deposit he has paid. 10 15

Overpayment by tenant

(3) Where, on the application of a tenant, the judge or territorial judge determines that the tenant has terminated the tenancy under subsection (2), the judge or territorial judge may make an order requiring the landlord to pay to the tenant any overpayment of rent paid by the tenant, including any security deposit. 20

Termination for demolition, change of use or major repairs

57.(1) Where, on the application of a landlord, a judge or territorial judge determines that the landlord, in good faith,

- (a) requires possession of a rental premises for the purposes of
    - (i) demolition, 30
    - (ii) changing the use of the rental premises to a use other than that of rental premises, or
    - (iii) making repairs or renovations so extensive as to require a building permit and vacant possession of the rental premises; and 35
  - (b) the landlord has obtained all necessary permits or other authority that may be required, 40
- the judge or territorial judge may make an order terminating the tenancy
- (c) on the last day of a period of the tenancy not earlier than ninety days after the application is made; or 45
  - (d) at the end of the tenancy agreement, whichever is earlier.

Early termination by tenant	(2) Where a tenant receives a copy of an application under subsection (1), he may at any time before the date specified for termination in the application, terminate the tenancy in accordance with subsection 56(2).	5
Overpayment by tenant	(3) Where, on the application of a tenant, the judge or territorial judge determines that the tenant has terminated the tenancy under subsection (2), the judge or territorial judge may make an order requiring the landlord to pay to the tenant any overpayment of rent paid by the tenant, including any security deposit.	10
Tenant's right of first refusal	(4) Where a tenant has received a copy of an application for termination under subparagraph (1)(a)(iii) and has indicated in writing to the landlord, before vacating the rental premises, that he wishes to have a right of first refusal to rent the premises as a tenant when the repairs or renovations are completed, the tenant shall have the right of first refusal to rent the premises, at the lowest rent that would be charged to any other tenant for the same premises, provided that the tenant informs the landlord by mail of any change of address.	15 20
Remedy where right of first refusal denied	(5) Where, on the application of a former tenant, a judge or territorial judge determines that the landlord has deprived the tenant of the benefit of subsection (4), the judge or territorial judge may make an order requiring the landlord to compensate the tenant for the loss of the benefit.	25 30
Remedy for improper termination	58.(1) Where, on the application of a former tenant, a judge or territorial judge determines that the tenant vacated the rental premises as a result of an application to terminate under section 56 or 57 and that the landlord or, in the case of an application under paragraph 56(1)(b), the purchaser did not in good faith require the rental premises for the purpose specified in the application to terminate, the judge or territorial judge may make an order requiring the landlord or the purchaser <ul style="list-style-type: none"> <li>(a) to pay the tenant's reasonable moving expenses to his new accommodation; or</li> <li>(b) to compensate the tenant for any additional reasonable expenses incurred by the tenant, including, for a period of up to twelve months, any increased rent that the tenant was obliged to pay as a result of the improper termination.</li> </ul>	35 40 45

Presumption	(2) Unless proven otherwise, it shall be presumed that	
	(a) a landlord, in the case of an application to terminate under paragraph 56(1)(a), or	
	(b) a purchaser, in the case of an application to terminate under subparagraph 56(1)(b)(ii),	5
	did not in good faith require the rental premises for the purpose specified in the application to terminate unless the rental premises is used in accordance with the purpose specified in the application within ninety days of the date specified for termination in the application.	10
Order of government authority	59. Where, on the application of a territorial, federal or municipal authority, a judge or territorial judge determines that a rental premises must be vacated in order to comply with an order by a territorial, federal or municipal authority, the judge or territorial judge may make an order terminating the tenancy on a reasonable date.	15 20
Abandonment or surrender	60.(1) Where a tenant abandons or surrenders a rental premises, the tenancy agreement is terminated on the date the rental premises was abandoned or surrendered, but in the case of abandonment, the tenant remains liable, subject to subsection 9(2), to compensate the landlord for loss of future rent that would have been payable under the tenancy agreement.	25
Compensation for loss of future rent	(2) Where, on the application of a landlord, a judge or territorial judge determines that a tenant has abandoned a rental premises, the judge or territorial judge may make an order requiring the tenant to pay to the landlord the compensation for which the tenant is liable by reason of subsection (1).	30 35

#### Order of Eviction

Order of eviction	61.(1) Where, on the application of a landlord, a judge determines that there is an agreement to terminate the tenancy agreement or a tenant has given a written notice of termination of the tenancy agreement or an order of a judge or territorial judge terminating a tenancy agreement has been issued, the judge may make an order	40
	(a) evicting the tenant on the date specified in the agreement or notice, or on the earliest reasonable date after the agreement or notice; and	45

(b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.

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Powers of sheriff

(2) A sheriff, upon receiving an eviction order issued under subsection (1), shall put the landlord in possession of the rental premises and for that purpose the sheriff and his deputies and officers may, after reasonable demand for admission, force open the door of the rental premises.

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## GENERAL

### Abandoned Personal Property

Abandoned personal property

62.(1) Unless a landlord and tenant have made a specific agreement providing for the storage of personal property, where a tenant leaves personal property in a rental premises or residential complex that he has vacated or abandoned, the landlord may remove the personal property and, on removal, shall store and dispose of the personal property in accordance with this section.

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Worthless or unsafe property

(2) Where a landlord has good reason to believe that an item of personal property removed under subsection (1)

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(a) would be unsanitary or unsafe to store; or  
(b) is worthless,

the landlord may dispose of the item.

Landlord to give inventory

(3) Where a landlord removes personal property, other than property described in subsection (2), he shall, at the earliest reasonable opportunity, give the Rental Officer an inventory of the property in a form approved and, where the address of the tenant is known to the landlord, he shall give the tenant a copy of the inventory.

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Property of little value

(4) Where, after receiving the inventory, the Rental Officer determines that an item of personal property in the inventory could not be sold for an amount greater than the reasonable cost of removing, storing and selling it, the Rental officer may permit the landlord to sell or dispose of the item in the manner and subject to the terms and conditions set by the Rental Officer.

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Remaining property to be stored	(5) Property that has not been disposed of or sold under subsection (2) or (4) shall, subject to the direction of the Rental Officer, be stored in a safe place and manner for a period of not less than sixty days.	5
Where property to be returned	(6) Where the tenant or owner of an item of personal property stored by the landlord pays the landlord the cost of removing and storing the item, the landlord shall give the item to the tenant or owner and notify the Rental Officer.	10
Sale of unclaimed property	63.(1) Where no person has taken possession of an item of personal property stored under subsection 62(5) during the sixty days referred to in that subsection, the Rental Officer may permit the landlord to sell or dispose of the item in the manner and subject to the terms and conditions set by the Rental Officer.	15
Proceeds of sale	(2) Where a landlord sells an item of personal property under subsection (1) or 62(4), he may, subject to the terms and conditions set by the Rental Officer under those subsections, (a) retain that part of the proceeds of the sale necessary to reimburse him for the reasonable costs of removing, storing and selling the property; and (b) retain that part of the proceeds of the sale necessary to satisfy any order for compensation made in his favour by the Rental Officer or a court, where the order was made regarding the tenancy agreement or this Act, and shall pay the balance to the Rental Officer, who shall hold the balance for one year for the tenant who left the personal property in the rental premises or residential complex.	20 25 30 35
Report on sale	(3) Where a landlord sells an item of personal property under subsection (1) or 62(4), he shall give to the Rental Officer a written report in a form approved regarding the sale and the distribution of the proceeds of the sale.	40
Unclaimed proceeds forfeited to the Government of the Northwest Territories	(4) Where the Rental Officer does not receive a claim in respect of the balance within the one-year period referred to in subsection (2), the amount not claimed shall be forfeited to the Government of the Northwest Territories.	45

Purchaser in good faith acquires good title (5) A purchaser in good faith of an item of personal property of the tenant sold in accordance with subsection (1) or 62(4) shall be deemed to have acquired good title to the property, free and clear of any other interest. 5

Substantial compliance protects landlord (6) Where a landlord substantially complies with this section or section 62, he is not liable to the tenant or any other person for loss suffered by the tenant or other person as a result of the storage, sale or other disposition by the landlord of the abandoned personal property. 10

Remedies for wrongful sale 64. Where, on the application of a person claiming to be the owner of an item of personal property, the Rental Officer determines that the landlord has wrongfully sold, disposed of or otherwise dealt with an item of personal property, the Rental Officer may make an order 15

(a) requiring the landlord to compensate the owner for the wrongful sale, disposition or dealing; or 20

(b) requiring the landlord to give the property to the owner.

#### Overholding Tenants

Rent due 65.(1) A landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy has been terminated. 25

Acceptance of rent (2) The acceptance by a landlord of arrears of rent or compensation for use or occupation of the rental premises, after notice of termination of tenancy has been given, does not operate as a waiver of the notice or as reinstatement of the tenancy or as the creation of a new tenancy unless the parties agree. 30

Burden of proof (3) The burden of proof that a notice of termination has been waived or the tenancy has been reinstated or a new tenancy created is upon the person so claiming. 35

Order for compensation (4) Where, on application of a landlord, a judge or territorial judge determines that a landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy has been terminated, the judge or territorial judge may order a tenant to pay the landlord the compensation specified in the order. 40

### Application to a Judge or Territorial Judge

Summary application	66.(1) Where a landlord or a tenant makes an application to a judge or territorial judge for an order under this Act, he shall file the application, with the Clerk of the Court or Territorial Court, as the case may be, and serve the application on the other party at least five days before the day named in the application for the hearing.	5
Affidavit	(2) An application referred to in subsection (1) shall be supported by an affidavit of the applicant setting out the relevant facts.	10
Hearing of application	(3) Upon hearing the application, a judge or territorial judge may grant or dismiss the application in whole or in part.	
Application to judge or territorial judge	67. Notwithstanding any other provision of this Act, where this Act provides that an application is to be made to a Rental Officer, the application may be made to a judge or territorial judge only where the landlord and tenant agree to apply to a judge or territorial judge.	15 20

### Service

Service of notices	68.(1) Subject to subsection (3), any notice, process or document to be served by or on a landlord, a tenant or the Rental Officer may be served by personal delivery or by registered mail to the landlord at the address given in the tenancy agreement or mailed to the tenant at the address of the rental premises and to the Rental Officer at the address of his office.	25
Service by mail	(2) A notice, process or document sent by registered mail shall be deemed to have been served on the seventh day after the date of mailing.	30
Where personal service not possible	(3) Where a notice cannot be served personally to a tenant or a landlord who is absent or evading service, the notice may be served on the tenant or the landlord by serving it on any adult person who apparently resides with the tenant or landlord.	35

### RENTAL OFFICER

Appointment	69. A Rental Officer for the Territories or a specific area in the Territories as specified in the appointment may be appointed by the Minister.	40
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**Powers** 70. A Rental Officer may

- (a) provide information to landlords and tenants respecting tenancy matters;
- (b) receive and investigate complaints and mediate disputes between landlords and tenants; 5
- (c) investigate allegations of violations of the provisions of this Act; and
- (d) give reasons for any order he issues and serve a copy of the order and the reasons on the landlord and tenant affected. 10

**Additional powers** 71.(1) A Rental Officer may

- (a) issue notices and orders as authorized by this Act;
- (b) enter rental premises at a reasonable time and after giving reasonable notice for the purpose of discharging his duties under this Act; and 15
- (c) hold hearings, give notice of hearings to the parties, and determine matters of procedure at hearings. 20

**Public Inquiries Act applies** (2) A Rental Officer, for the purpose of a hearing before him, has the powers of a commissioner under the Public Inquiries Act with such modifications as the circumstances require. 25

#### Enforcement of Order

**Authority of order** 72. An order of a Rental Officer is binding on the parties.

**Enforcement of order** 73. An order of a Rental Officer shall be registered with the Clerk of the Territorial Court and may be enforced in the same manner as a judgment of the Territorial Court. 30

#### JUDICIAL REVIEW

**Appeal to a judge** 74.(1) A landlord or tenant affected by an order of a Rental Officer may, within fourteen days after being notified of the order, appeal the order by originating notice to a judge. 35

**Notice** (2) A notice of the appeal and a copy of the appeal shall be given

- (a) where the appellant is a landlord, to the Rental Officer and the tenant; and 40
- (b) where the appellant is a tenant, to the Rental Officer and the landlord,

not later than three days prior to the appeal.

Extension of time	(3) A judge may, before or after the expiration of the time to appeal, extend the time within which the appeal may be made.	
Documentation	(4) Upon receiving a notice of an appeal, the Rental Officer shall deliver to the court all documents in his possession relating to the appeal and a copy of the reasons for the order.	5
Evidence	(5) A judge hearing an appeal may receive such evidence, oral or written, as is relevant to support or repudiate any allegation contained in the appeal.	10
Stay of order	75. An appeal under section 74 stays the operation of the order in respect of which the appeal is made.	
Decision on appeal	76. After hearing the appeal, a judge may allow the appeal and vary or set aside the order or dismiss the appeal.	15

#### OFFENCES

Offences	77. Any person who contravenes sections 15, 19, 30, 45 and 47 of this Act is guilty of an offence and is liable on summary conviction to a fine not exceeding two thousand dollars.	20
Regulations	78. The Commissioner may make regulations <ul style="list-style-type: none"> <li>(a) prescribing a written tenancy agreement;</li> <li>(b) respecting interest rates on security deposits;</li> <li>(c) prescribing a penalty for the late payment of rent; and</li> <li>(d) for carrying out the provisions of this Act.</li> </ul>	25

#### REPEAL 30

Repeal	79. Part IV of the <u>Landlord and Tenant Act, R.S.N.W.T. 1974, c.L-2, is repealed.</u>	
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#### COMING INTO FORCE

Commencement	80. This Act shall come into force on a day to be fixed by order of the Commissioner.	35
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CONSEQUENTIAL AMENDMENT

Landlord and Tenant Act

B1. The Landlord and Tenant Act is amended by  
repealing section 1 and substituting the following:

"Short title

1. This Act may be cited as the Commercial  
Tenancies Act."

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**Clause 81:**

**Section 1 now reads:**

1. This ~~Ordinance~~<sup>Act</sup> may be cited as the Landlord and Tenant ~~Short Title Ordinance~~.