

## North West Territories

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from the North West Territories Residential Tenancies Act and Regulations and is for information purposes only and does not constitute any legal advice. If you require further information about the North West Territories laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

**Governing or Regulatory Body:** Department of Justice, Government of the Northwest Territories NWT Rental Office

**Name of Act/Regulations:** Residential Tenancies Act and Regulations

**Types of Housing/Living Arrangements Covered by the Territorial Legislation:** All residential rental premises.

### Special rules apply to:

- subsidized public housing units — operating under the NWT Housing Corporation and its agents;
- premises that are the only home of the landlord in the NWT;
- premises provided by employer as a benefit of employment.

### Types of Rental Periods

Tenancy agreements can be periodic (week-to-week or month-to-month); or fixed term (the tenancy will end on a specified date).

### Is a signed lease required?

No. A tenancy agreement may be written, verbal or implied. A written tenancy agreement is recommended, but the law does not require it. Most landlords use written agreements. An approved tenancy agreement is included in the regulations.

### Is a signed move in/move out condition report required?

Yes. Inspection reports must be completed at the beginning and the end of a tenancy agreement and the tenant must be given an opportunity to participate in the inspection. A copy of each inspection report must be provided to the tenant. If the required inspection reports are not completed, the landlord forfeits the right to deduct any repair costs from the security deposit or pet deposit at the end of the tenancy agreement.

### Deposits

The equivalent of one month's rent unless the premises are rented on a weekly basis, then the amount of the security deposit may not be greater than the value of one week's rent. Landlords of subsidized housing may use the true market value of the rent to calculate the security deposit.

**Note:** If the tenancy is for more than week-to-week, the tenant may pay half the security deposit when the tenant moves in and the remainder within three months.

An additional pet deposit not to exceed 50% of the monthly rent may be required if the landlord permits the tenant to keep a pet on the premises.

The landlord shall, within 10 days after the tenant vacates the rental premises:

- return the security deposit and pet deposit to the tenant with interest (interest on the security deposits is calculated in accordance with the regulations) and
- give the tenant an itemized statement of account for any part of the security deposit that is being retained by the landlord.

A landlord can retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.

### Renewal of a Lease Term

When a tenancy agreement ends on a specific date, the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy, unless they decide to enter into a new term agreement or the tenancy agreement is terminated

**Exceptions:** Automatic renewal does not apply to public housing tenancy agreements made for a term of 31 days or less, tenancy agreements for housing provided as a benefit of employment, or tenancy agreements where the landlord is renting their only residence in the NWT.

### Terminating a Tenancy (Lease): Notice and Timing

Tenants may end a tenancy agreement by giving written notice to the landlord. The length of notice depends on the type of tenancy agreement.

- Only subsidized public housing landlords or landlords who have rented their only residence in the NWT are permitted to end a tenancy agreement with notice.
- Notice must be in writing, name the rental premises, state the date the tenancy agreement is to end and be signed.
- Notices from landlords must also state a reason for the termination.

Notice given by	Tenancy agreement	Notice required
Tenant	Monthly	Written notice to terminate on the last day of a month at least 30 days before that date.
	Weekly	Written notice to terminate on the last day of a week at least 7 days before that date.
	Term	Written notice to terminate on the last day of a term at least 30 days before that date.
Landlord who has rented his/her only residence in the NWT	Monthly/Weekly	Written notice to terminate on the last day of a rent period at least 90 days before that date.
	Term	Written notice to terminate at the end of the term at least 30 days before that date.
Subsidized Public Housing Landlord	Monthly/Weekly	Written notice to terminate on the last day of a rent period at least 30 days before that date.
	Term	Written notice to terminate at the end of the term at least 30 days before that date.
	Term of 31 days or less	No notice required. The tenancy agreement is terminated at the end of the term.

Landlord: Premises are provided by the landlord as a benefit of employment	Term or periodic	No notice required. The tenancy agreement is terminated when the employment agreement is terminated.
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## Key Money

Requiring any deposit other than a security deposit is prohibited.

## Post-dated Cheques

Landlords may request post-dated cheques, but tenants are not obliged to comply.

## Assignments and Sublets

Tenants may sublet their premises if the landlord consents. If the landlord refuses consent, the tenant may appeal to and obtain permission from the Rental Officer. When a tenant sublets, the tenant remains responsible to the landlord for rent and for any breaches of the tenancy agreement committed by the sub-tenant.

Tenants can assign their tenancy with the landlord's consent. If the landlord refuses consent, the tenant may appeal to and obtain permission from the Rental Officer. When a tenancy is assigned, the former tenant transfers all of his or her rights and duties to the new tenant. Landlords are allowed to charge for granting consent to an assignment or sublease, up to a maximum of \$50.00.

Assignments or subletting agreements and the landlord's consent must be in writing. Agreements must be signed by the tenant and sub-tenant and attached to a copy of the written tenancy agreement.

Tenants in Public Housing and Staff Housing units cannot sublet or assign their units.

## Rent Increases: Notice and Timing

A landlord may not increase the rent more than once every 12 months. The landlord must give at least 3 month's written notice of the increase. A tenant who receives a proper notice of rent increase may treat the notice as a notice to terminate the tenancy. To terminate the tenancy, the tenant must inform the landlord in writing of his or her decision to vacate. The landlord may re-rent the premises, but must keep the rent for the new tenant at the same level stated in the notice.

## Late Rent Payments

A tenant who pays his/her rent later than the dates specified by the tenancy agreement is subject to a penalty. The penalty must not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65.

## Evictions

If the tenant does not leave after a tenancy agreement has been terminated in accordance with the Act, the landlord must obtain an eviction order from a rental officer. If an eviction order is granted, a "writ of possession" from the NWT Supreme Court Clerk is also required. The landlord delivers the Order of Eviction and the Writ to the Sheriff. The Sheriff first must make a reasonable demand to be let into the premises, but then may force open the door to the premises, if necessary. Resisting the Sheriff in these circumstances can lead to criminal prosecution.

## **Permitting Landlord Entry to the Premises (Times and Reasons)**

Landlords may enter the rental premises between 8 a.m. and 8 p.m. A landlord shall give written notice to the tenant at least 24 hours before the first time of entry, specifying the purpose of entry, the days and the hours during which the landlord intends to enter the rental premises. A tenant may specify alternative days and hours that are reasonable under the circumstances.

A landlord has the right to enter the rental premises to:

- perform the landlord's obligations under the Act and tenancy agreement;
- inspect the rental premises where the tenant has requested consent to do an assignment or subletting agreement;
- show the rental premises to prospective tenants;
- show the rental premises to prospective purchasers of the complex;
- inspect the rental premises every six months;
- permit a mortgagee or an insurer to inspect the premises where a mortgage or insurance coverage is being arranged;
- inspect the rental premises on the day the tenant vacates the premises.

A landlord has the right to enter the rental premises without giving the notice required where:

- an emergency exists;
- the tenant consents at the time of entry;
- the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises.

### **May the tenant withhold rent for repairs?**

No. Tenants may make an application to forward the rent to the Rental Officer until the dispute is rectified.

## **Changing Locks**

Not allowed. Locks to a rental premises can only be changed by mutual consent from the tenant and the landlord. A landlord or tenant shall not change the locks on any entrance to the residential complex in order to interfere with the other's access to the complex.

## **Pets and Smoking**

### **May a landlord refuse to rent to a tenant who has pets?**

The legislation applies only when a tenancy agreement is formed and does not regulate how a landlord chooses tenants. The Act does not prevent a landlord from refusing to rent on this basis.

### **May a landlord include a no-smoking clause in the lease?**

Yes.

**If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?**



Yes, a tenant who has agreed to rent a non-smoking unit and breaches that agreement can be evicted.

### **Other**

The Residential Tenancies Act came into effect February 6, 1988. To encourage out-of-court settlements, the Act established a new office and procedures. The Rental Officer is given many of the powers formerly held only by the courts. The Rental Officer provides information, mediates and acts as a judge as circumstances warrant. In cases where parties cannot reach agreement through mediation, the Rental Officer must hold a hearing. At this point in the process, the Rental Officer begins to act like a judge.

### **For general information about renting in the Northwest Territories contact:**

#### **NWT Rental Office**

3<sup>rd</sup> Floor

YK Centre East (formerly Panda II)

Box 1920

Yellowknife, NT

X1A 2P4

Toll Free: 1-800-661-0760

Tel.: 867-920-8047

Fax: 867-873-0489

[www.nwtrentaloffice.nt.ca](http://www.nwtrentaloffice.nt.ca)

### **The Residential Tenancies Act for the NWT can be found on the Internet at:**

[www.justice.gov.nt.ca/PDF/ACTS/Residential%20Tenancies.pdf](http://www.justice.gov.nt.ca/PDF/ACTS/Residential%20Tenancies.pdf)