

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

IN THE MATTER OF the *Residential Tenancies Act*, RSNWT 1988, c R-5, as
amended;

AND IN THE MATTER OF the Order of the NWT Rental Officer of the
Northwest Territories, File No. 18689, dated August 25, 2025

BETWEEN:

STEPHANIE TWISS

Appellant

-and-

DARRELL DEAN

Respondents

MEMORANDUM OF JUDGMENT

OVERVIEW

[1] The Appellant, Stephanie Twiss, has a tenancy agreement with the Respondent, Darrell Dean, commencing in March 2025. On July 31, 2025, the Respondent filed an application with the Rental Office seeking a variety of relief pursuant to the *Residential Tenancies Act*, RSNWT 1988, c R-5 (the “Act”), including a termination of tenancy and eviction order. The tenancy was for premises (the “premises”) located in Hay River, NT.

[2] On August 25, 2025, the Rental Officer made a number of orders, including an order terminating the tenancy agreement as of October 8, 2025, and evicting the Appellant as of October 9, 2025.

[3] The Appellant appeals from the Rental Officer's decision terminating the tenancy agreement and evicting her from the premises. For the reasons that follow, I grant the appeal and set aside the orders terminating the tenancy agreement and evicting the Appellant.

BACKGROUND HISTORY

[4] In order to appreciate the issues raised in this appeal, it is necessary to provide some context with respect to earlier proceedings involving the Rental Office. On April 10, 2025, the Appellant made an application to the Rental Office seeking an order that the Respondent not withhold vital services to the unit. The Appellant claimed that the Respondent had refused to allow a water account to be opened and was unwilling to accept rent from her. As a result of being unable to arrange for a water account, the Appellant did not have any water in the premises.

[5] The Respondent took the position that there was no tenancy agreement between he and the Appellant and that he had permitted the Appellant to occupy the premises only temporarily while he did reference and credit checks. The Respondent asserted that while the Appellant was temporarily occupying the premises, he had been contacted by a neighborhood watch organization regarding illegal activities which allegedly were taking place at the premises. In response to the Appellant's application, the Respondent sought an order for immediate eviction.

[6] In a written decision dated April 26, 2025, and reported at *ST v DD*, 2025 CanLII 46214 (NWT RO), the Rental Officer held that there was a valid tenancy agreement and that the Respondent had breached the *Act* by not providing a receipt for the rental payment and deposit. The Rental Officer also found that the Respondent had breached the obligation in s 33(2) of the *Act* by withholding a vital service. While the Rental Officer could not compel the Respondent to allow the Appellant to open an account, the Rental Officer directed that the Appellant reimburse the Respondent for utilities after receiving invoices from the Respondent. The Rental Officer found that the Respondent's withholding of vital services disrupted the Appellant's quiet enjoyment of the unit and directed that there be an abatement of rent of 25% until such time as vital services were restored. The Rental Officer also ordered that the Appellant pay rent to the Rental Officer until such time as vital services were restored. With respect to alleged illegal and disruptive activities occurring at the unit, the Rental Officer held that while there was no definitive proof of illegal activities occurring at the rental premises, based on the testimony and evidence provided, the Respondent's quiet enjoyment of the rental premises had been disturbed. The Reasons do not state which evidence and testimony formed the basis of the conclusion that the Appellant had disturbed the quiet enjoyment of the Respondent or other tenants.

[7] On May 9, 2025, the Respondent appealed the decision of the Rental Officer with respect to the determination of the tenancy issue (NWTSC file S-1-CV-2025-000117). The Appellant also filed an application seeking enforcement of the April 26, 2025 order of the Rental Officer as she was still without water in her premises almost four months later, despite the Rental Officer's decision that the Respondent was to restore vital services. These matters were spoken to in court on August 1, 2025, and adjourned to August 8, 2025, to speak to.

[8] On August 8, 2025, the Respondent verbally abandoned his appeal, indicating that he had made the decision to return to the Rental Office to address issues which had arisen during the tenancy. The Respondent also advised that he had restored water services to the premises, therefore, the issues raised by the Appellant with respect to enforcement of the April 26, 2025 order of the Rental Officer were now moot.

[9] On July 31, 2025, the Respondent filed an application with the Rental Officer seeking a variety of relief including a termination of tenancy and an eviction order. The application was accompanied by a letter which asserted the following as grounds for the eviction:

- a) Failure to pay propane and power bills;
- b) Police involvement and suspicious activity;
- c) Fire hazards due to negligence;
- d) Unauthorized occupants and pets; and
- e) Property neglect and neighbour complaints.

[10] The application was accompanied with the following material:

- a) A letter from a neighbour regarding an incident involving two fires at the premises within a short time span on June 25, 2025;
- b) a letter from the Royal Canadian Mounted Police (the "RCMP") stating that they had been called to the premises on three occasions, all predating the April rental hearing, and stating that the fact that they were called to this address does not mean that there was any enforcement action taken;

- c) An unsigned and undated letter from the Hay River Watch Society expressing a concern about “repeated disturbances and suspicious activity” at the premise’s address; and
- d) A photo appearing to depict a number of emergency vehicles on a road.

[11] The Respondent sought an expedited hearing date given the nature of his concerns. That request was granted and a hearing date was set for August 22, 2025.

[12] The Appellant was served with Notice of the Hearing and the application material on August 5, 2025.

[13] On August 14, 2025, the Appellant submitted the following material:

- a) Seven support letters to show that she was taking care of her children;
- b) One medical letter regarding her son’s special needs diagnosis;
- c) An email and text messages showing attempts to contact the Respondent to address issues;
- d) Correspondence from the RCMP showing that she had requested their attendance on two occasions;
- e) Correspondence regarding her attempts to address utility issues; including requests which she made to third parties seeking assistance in addressing the lack of water at the premises;
- f) Correspondence to third parties seeking funding to address utility arrears; and
- g) A reference from an earlier landlord.

[14] On August 21, 2025, the Appellant was provided with an affidavit from the Respondent. The affidavit was lengthy and included 10 exhibits. The Respondent taped the affidavit to the Appellant’s unit door on August 21, 2025. The Respondent also provided it to the Appellant by email on August 21, 2025.

[15] The parties agree that taping the affidavit to the door did not constitute proper service, however, the issue of service by email was contentious.

[16] The Appellant received the email with the affidavit on August 21, 2025. The Appellant contacted the Rental Office to inquire whether sending the affidavit to her the day prior to the hearing was proper because she had earlier been told that if she wished to rely on any affidavit material, it had to be sent by email three days before the hearing. The Appellant was told by the Rental Officer to acknowledge receipt of the email and she did so.

[17] The hearing was held on August 22, 2025. The Appellant represented herself but had a support person present. The Respondent was represented by counsel. At the outset of the hearing, the Appellant expressed confusion about being emailed the affidavit the day prior to the hearing given her understanding that service by email had to be effected at least three days before the hearing. The Rental Officer advised her that because she acknowledged service of the emailed affidavit, it was deemed served and that she could address the new evidence at the hearing.

[18] The Rental Officer delivered his Reasons for Decision and his Order on August 25, 2025. The Rental Officer ordered that:

- a) The Appellant must pay her rent on time in the future;
- b) The Appellant must comply with her obligation to repair damages;
- c) The Appellant is prohibited from causing further damage;
- d) The Appellant must comply with her obligation to maintain the premises in an ordinary state of cleanliness;
- e) The Appellant shall reimburse the Respondent for utility costs within 25 days of being provided with the utility invoices;
- f) The Appellant must comply with her obligation not to disturb the Respondent's or other tenants quiet enjoyment of the premises and must not breach that obligation again;
- g) The Respondent must comply with his obligation not to disturb the Appellant's possession or enjoyment of the premises and must not breach that obligation again;
- h) The tenancy agreement is terminated as of October 8, 2025 and the Appellant must vacate the premises on or before that date; and
- i) The Appellant will be evicted from the premises on October 9, 2025.

[19] The Appellant filed her appeal of the Rental Officer's decision on September 8, 2025.

[20] On October 3, 2025, the Court granted a stay of enforcement of the portion of Rental Officer's order terminating of the tenancy and directing eviction, pending the hearing of the appeal.

[21] The Appellant's appeal was heard on December 12, 2025.

ISSUES ON APPEAL

[22] This appeal raises the following issues:

- a) Was the hearing conducted in a procedurally fair manner;
- b) Should the Rental Officer have recused himself because he had adjudicated an earlier hearing involving the same parties, and
- c) Does the evidence support the Rental Officer's decision to terminate the tenancy and issue an eviction order?

LEGAL FRAMEWORK

[23] This appeal is governed by the *Act*. The *Act* places obligations on tenants to pay rent, to repair damage caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant, and to not disturb the landlord's or other tenants' possession or enjoyment of the rental premises. The *Act* also contains provisions requiring a landlord to not disturb a tenant's possession or enjoyment of the premises and to provide vital services.

[24] If the Rental Officer finds a breach of tenant obligations, the Rental Officer may issue a number of orders to address the breach, including terminating the tenancy and evicting the tenant: ss 41(4), 42(3) and 43(3).

[25] In the conduct of a hearing, the *Act* directs that the Rental Officer shall adopt the most expeditious method of determining the question arising in any proceedings and shall ensure that the rules of natural justice are followed: s 75. The Rental Officer is required to give reasons for any decision they make, either orally or in writing: s 84.1(1).

[26] The *Act* allows the Rental Officer to determine matters of procedure at hearings: s 74(1)(f).

[27] The Act also provides that regulations may be made addressing procedures to be followed for applications, mediations and hearings under the Act. The *Residential Tenancies Regulations*, R-052-2010, provide that documents sent by email are deemed to be received three days after they are sent: s 4(4). No other regulations governing hearing procedures have been enacted, however, the Rental Office does have a policy for addressing expedited hearings: See the Expedited Hearing Policy found at <https://www.justice.gov.nt.ca/en/boards-agencies/rental-office/>. The Expedited Hearing Policy provides that the Rental Officer may schedule a hearing if there are immediate emergency or safety concerns, or if there is a significant risk of harm. The Expedited Hearing Policy provides that the timelines and service must be in accordance with the Act and the Regulations.

LEGAL ANALYSIS

The standard of review

[28] Section 87 of the Act allows for an appeal of the decision of a rental officer to the Supreme Court of the Northwest Territories. The Act does not prescribe an appellate standard of review. In *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 [Vavilov] the Supreme Court of Canada clarified the law with respect to standards of review for judicial reviews and statutory appeals.

[29] In *Vavilov*, the Supreme Court of Canada held that where there is a statutory right of appeal of an administrative decision and where no standard of appeal is prescribed in the legislation, the appellate standards of review which were stated in *Housen v Nikolaisen*, 2002 SCC 33 are applicable. If the issue on appeal is a question of law, including questions of statutory interpretation and the scope of the decision maker's authority, the standard of review is correctness. If the issue on appeal is a question of fact or mixed fact and law where the legal principle is not readily extricable, the standard of review is palpable and overriding error. This is an error that can be plainly seen. The *Vavilov* principles have been applied in the residential tenancies' context in the Northwest Territories: see *St Croix v Yellowknife Housing Authority*, 2021 NWTSC 31 at paragraph 18 and *Crozier v Northview Fund*, 2024 NWTSC 7 [Crozier] at paragraph 6.

[30] The issue of whether the Rental Officer erred in his consideration of the evidence, as the Appellant asserts, is a question of fact for which the standard of review is the more deferential standard of palpable and overriding error. The issue of whether there was a breach of the rules of natural justice has been characterized both as a question of mixed law and fact for which the standard of review is palpable

and overriding error, and also characterized as a question of law, for which the standard of review is correctness: See *Crozier and Mantla v Behchoko Ko Gha K'aodee*, 2024 NWTSC 11 as illustrations of where, on the facts of those cases, the issue of procedural fairness was characterized as a question of mixed law and fact, attracting a more deferential standard of review, as contrasted with *Grandjambe v Yellowknife Housing Authority*, 2023 NWTSC 3 where the standard of review was held to be one of correctness.

[31] The issue of the Rental Officer's consideration of the evidence is one of mixed fact and law, therefore, attracting the higher standard of review of palpable and overriding error.

[32] I will turn to the issues raised by this appeal.

Was the hearing conducted in a procedurally fair manner?

[33] The Appellant asserts that the hearing was unfair in that she was served with the Respondent's evidence the day prior to the hearing, and that she did not have an adequate opportunity to respond to the material. The Respondent asserts that the *Regulations* permit service by email and that the Appellant was properly served. The Respondent also relies on s 74(1)(f) of the *Act* which allows the Rental Officer to determine matters of procedure and notes that the application for the hearing clearly states that evidence is admissible if it is received 24 hours before the hearing. As such, the Respondent asserts that the hearing was not procedurally unfair.

[34] The Respondent also notes that the Appellant had a full opportunity to respond to the Respondent's affidavit at the hearing and, consequentially, there was no prejudice to the Appellant arising from a consideration of the Respondent's affidavit.

[35] It is evident on the record that there were challenges with respect to whether the Respondent's affidavit was submitted in a timely fashion. On August 21, 2024, counsel for the Respondent submitted their affidavit electronically to the Rental Office. The Respondent was advised that new evidence must be served 24 hours before the hearing and that the Rental Officer may not accept the affidavit. An employee of the Rental Office noted that the Appellant had limited access to email and advised personal service, noting that an email is not deemed served until three days has elapsed. Counsel for the Respondent then pushed back, noting that the Rental Office had advised them that they could submit their affidavit 24 hours before the hearing and noted that they were "simply following the direction of your office". The Rental Officer, in a reply email to counsel for the Respondent, advised that

fairness required that the affidavit be made available to the Appellant, given that “not all information found in the affidavit is included in the application”.

[36] On that same day, upon receiving the emailed affidavit, the Appellant contacted the Rental Officer and advised of her understanding that any evidence sent by email needed to be sent three days prior to the hearing. The Rental Officer asked her whether she had received the affidavit by email and she confirmed that she had. The Appellant was then told to acknowledge receipt of the emailed affidavit to counsel for the Respondent and that she could raise any concerns she had at the hearing. Acting on the direction of the Rental Officer, she then acknowledged receipt.

[37] At the outset of the hearing the next day, the Appellant raised the issue of receiving the affidavit by email and later by having it taped to her door, noting that the affidavit was 36 pages, that she received it when she was working and didn't have time to go through it, and then when she arrived home, she tried to retrieve the affidavit taped to her door but that it ripped. In response, the Rental Officer stated:

Rental Officer: Okay. So you did receive them –

S Twiss: It was some –

Rental Officer: - you acknowledged you received them, so we are going to allow the hearing to proceed as that. The documents that were taped to your door should have been sent to you by personal service. Unfortunately, personal service was not correctly done, which the landlord's legal counsel acknowledged, but again, you did acknowledge receipt of those documents. And any evidence –

S Twiss: But I – I –

Rental Officer: Any evidence as part of the hearing must be received no less than 24 hours prior to the hearing. Taking into account methods of service have to apply in there, so if it was registered mail, they would have had to include the time for registered mail, personal service and email. But as you contacted this office and acknowledged that you had received then electronically, so I'm going to allow these documents to be included in the application. And you did say you were going to speak to the application itself.

S. Twiss: Okay.

Rental Officer: Okay.

S. Twiss: But I just – I just didn't – I just didn't understand, like, in terms of fairness. Like, when I called last week and you told that I had to – like, if we were going to email documents, they had to be emailed three days –

Rental Officer: At which –

S. Twiss: like three business days prior to this – like, when – and then when I called your office, I was unsure because I just received these yesterday at 11:30 and you told me to tell the lawyer that I received. But I didn't fully review them.

Rental Officer: Okay. So you received them -.

S. Twiss: And with all of these new affidavits, I see there are more serious allegations that are, like – that are, like there is some truth, but a lot of these new allegations are not true.

...

Transcript of hearing, pages 4-6

[38] The Appellant later asked whether she was allowed to submit documents that go to these allegations and was advised that she “could speak to that in the hearing” and if the Rental Officer felt that he needed these documents, they would be requested.

[39] The transcript reveals that the Appellant was confused by the process and the rules for service of documents. The transcript also reveals that the Appellant wished to respond to the Respondent's affidavit. Indeed, the Rental Officer had advised counsel for the Respondent on August 21st, the day before the hearing, that the affidavit contained new material that was not in the Respondent's initial application. Despite this, the Rental Officer advised the Appellant to acknowledge receipt of the email, resulting in the effective service of the affidavit, without advising the Appellant of other options open to the Appellant such as requesting a brief adjournment so as to allow her to respond to the material.

[40] As the Supreme Court of Canada explained in *Dunsmuir v New Brunswick*, 2008 SCC 9 at paragraph 79:

Procedural fairness is a cornerstone of modern Canadian administrative law. Public decision makers are required to act fairly in coming to decisions that affect the rights, privileges or interests of an individual. Thus stated the principle is easy to grasp. It is not, however, always easy to apply. As has been noted many times, "the concept of

procedural fairness is eminently variable and its content is to be decided in the specific context of each case" (*Knight*, at p. 682; *Baker*, at para. 21; *Moreau-Bérubé c. Nouveau-Brunswick*, [2002] 1 S.C.R. 249, 2002 SCC 11, at paras. 74-75.

[41] The Supreme Court of Canada has recognized that all participants in the justice system have an obligation to assist self-represented litigants and has endorsed the *Statement of Principles on Self-represented Litigants and Accused Persons* developed by the Canadian Judicial Council: *Pintea v Johns*, 2017 SCC 23. These principles have been held to be applicable to statutory tribunals: *Mountainstar Gold Inc. v British Columbia Securities Commission*, 2022 BCCA 406.

[42] The *Statement of Principles on Self-represented Litigants and Accused Persons* provides:

Judges have a responsibility to inquire whether self-represented persons are aware of their procedural options, and to direct them to available information if they are not. Depending on the circumstances and nature of the case, judges may explain the relevant law in the case and its implications, before the self-represented person makes critical choices.

[43] Given the Rental Officer's recognition that the material filed by the Respondent was new information, and the fact that the Appellant expressed a concern about both the length and content of the affidavit and her desire to respond to the new allegations, it was incumbent on the Rental Officer to advise the Appellant that she had a right to request an adjournment in order to prepare responding material. This is particularly so given that the hearing was proceeding on an expedited basis. I find that the Rental Officer's failure to do so was a procedural error obvious on the face of the record and resulted in unfairness to the Appellant. Whether or not the standard of review for issues relating to an allegation of breach of the principles of natural justice is correctness or the more deferential standard of palpable and overriding error, I find that the Appellant has met the onus of demonstrating an error on either standard.

[44] On this basis alone, I would grant the Appellant's appeal.

[45] With respect to the submissions of the Respondent that an adjournment would not have made a difference, given that the Appellant addressed the allegations in the hearing, I am not persuaded that an adjournment would have been meaningless. As will be evident from my assessment of the evidence before the Rental Officer, some of the new allegations raised by the Respondent were lacking in detail and context. An adjournment, with additional evidence, might have allowed for clarification of these issues.

Should the Rental Officer have recused himself because he had adjudicated an earlier hearing involving the same parties?

[46] The Appellant argues that the Rental Office was biased against her, particularly given that he had adjudicated an earlier hearing involving the Applicant. The Respondent points out that the Appellant was successful in that earlier hearing and asserts that there is no evidence of bias.

[47] As noted by Smallwood, J (as she was then), in *St. Croix v Northwest Territories (Housing Corporation)* 2018 NWTSC 72 at p 9, there is a strong presumption that a decision maker has, in the absence of evidence to the contrary, acted properly and in accordance with the law. The mere fact that a decision maker has acted in more than one hearing involving the same parties does not, by itself, displace the strong presumptions of impartiality. The Appellant has not pointed to any evidence to establish that the Rental Officer was not impartial or was biased towards her.

[48] I dismiss this ground of appeal.

Does the evidence support the Rental Officer's decision to terminate the tenancy and issue an eviction order?

[49] As noted above, in order for the Appellant to succeed on this ground, she must establish that the Rental Officer made a palpable and overriding error in his assessment of the evidence. In order to determine whether the Appellant has met this high threshold, an assessment of the evidence and findings of the Rental Officer is required.

[50] The Rental Officer's Reasons for Decision are structured to address each issue raised by the Respondent. After addressing preliminary matters and providing a history of prior Rental Office proceedings, the Rental Officer dealt with the following issues:

Pets on the Premises

[51] The Respondent alleged that the Appellant had multiple animals at the premises without seeking his permission or providing a pet deposit. The Respondent admitted during the hearing that he had not informed the Appellant that she could not have

pets. The Appellant's evidence was that she did not have a written tenancy agreement and did not realize that the Respondent didn't want pets on the premises. The Appellant also advised that she had the pets only for 1.5 months and that the pets were no longer there.

[52] During the hearing, the Rental Officer noted that he had given the Respondent the opportunity to finalize a tenancy agreement in writing during the last rental hearing in April and that had not been done. He then observed in the hearing:

The opportunity was given there to address those issues in a tenancy agreement from the last hearing. And that was not done, so there can be an expectation that there would have been no issue with pets.

Transcript of hearing, page 12 [emphasis added]

[53] In his Reasons for Decision, the Rental Officer wrote:

While not intentional, I find that the Tenant did not notify the Landlord, allowing them to obtain a pet security deposit.

Reasons for Decision, page 4.

[54] Nowhere in his Reasons for Decision does the Rental Officer address whether, in the circumstances where there is no written tenancy agreement, there was a legal obligation on the Appellant to notify the Respondent of having pets on the premises. Indeed, during the course of the hearing, the Rental Officer suggests that, as noted above, absent a written agreement or communication of this term, there is no expectation of notification. Yet his Reasons suggest that there was an obligation.

[55] During the appeal hearing before me, counsel for the Respondent stated that it was an implied term in the tenancy that the Appellant must notify the Respondent if she had pets. When asked to provide authority for that proposition, counsel relied on s 14.1 of the *Act*. However, s 14.1 deals with the amount and circumstances in which a pet security deposit may be requested of a tenant. It does not create an enforceable obligation to notify the landlord.

[56] The Reasons for Decision are not clear as to what effect the Rental Officer's conclusion that the Appellant did not notify the Respondent of the fact that she had pets had on his overall decision to terminate the tenancy and grant the eviction order.

Damages and Cleanliness

[57] The Respondent asserted that there was damage done to the property and relied on the following evidence:

- a) that there were animals on the premises,
- b) he had received calls regarding garbage and animal waste;
- c) that there was damage done to the premises as a result of the fires at the premises on June 25, 2025; and
- d) that he had been approached by people in Hay River and the Hay River Watch as to the condition of the premises.

[58] The Respondent did not have personal knowledge of the condition of the premises nor did he submit any evidence of others with personal knowledge. He knew that there had been two fires on the premises, occurring on the same day, and he surmised that the propane blanket covering the propane tank had been damaged in the second fire and he would have to purchase another one.

[59] In response, the Appellant noted that a tree had been burnt, along with an extension cord, as a result of a one of the two fires on June 25, 2025. The Appellant denied the premises were dirty or that there were other damages. The Appellant was not aware of a propane blanket being damaged. The Appellant agreed that she was responsible for any damages caused by the fires on June 25, 2025, and noted that one tree had been burned as well as an extension cord but she sought clarification from the Respondent as to the additional damage he asserted as this information was new to her. The Appellant advised that she had a cleaning business and kept the premises clean. The Rental Officer noted in his Reasons for Decision, that the Appellant “seemed confused by the Landlord’s claim”.

[60] The Appellant also provided some context around the two fires on June 25, 2025. She advised that she was in the house with a sick baby and that she did not realize her son was outside. She had earlier submitted affidavit evidence that this child was developmentally delayed and had special needs. On June 25, 2025, the Appellant’s child apparently lit a fire on the grass outside which was extinguished by a neighbour. The Appellant indicated that she was unaware of this fire until receiving the Respondent’s materials seeking a rental hearing. Within minutes after the first fire being extinguished, the Appellant’s son set a second fire and the

neighbour called the fire department. This was the first time that the Appellant knew her son was outside engaged in these activities. She testified that she went over to thank the neighbour for assisting by calling the fire department. The Appellant accepted responsibility for any damages but was not aware of the amount of those damages. The Appellant also noted that, had she been aware of the fires, she would have been unable to put them out as this was during the four-month period when she had no water in the premises as a result of the Respondent's failure to provide her with this vital service.

[61] The Rental Officer's conclusion on this issue is as follows:

I find the [sic] insufficient evidence to point to the rental premises being in an unclean condition. However, based on reports there is a possibility for which the Tenant has sole use off being in an unkept state while having animals. I also fine [sic] the Tenant responsible to repair damages to the rental premises caused by the fire.

Reasons for Decision, page 5

[62] The Rental Officer's conclusion that "there is a possibility" of the premises being in an "unkept" state because of having animals is insufficient to establish that there was damage "caused by the wilful or negligent conduct" of the Appellant or her children, contrary to s 42(1) of the Act. The standard of proof on civil matters is on a balance of probabilities. A finding that "there is a possibility" of the premises being in an "unkept state" does not rise to the threshold required for a finding of a breach of s 42(1).

[63] The Appellant accepted responsibility for damage caused by the fire but there was no reliable evidence as to the specifics of the damage or the cost to repair. There was no evidence presented that she was given details of the alleged damages nor provided with an opportunity to accept responsibility for repairing the damages.

[64] Overall, the Rental Officer's conclusions on the evidence, with the exception of the unspecified damage occasioned by the fire, do not support a conclusion that there has been a breach of s 42(1). Nor does the Rental Officer find a breach in his Reasons.

Rental Arrears and Utilities

[65] The Respondent alleged that the rent was not paid on time and that there were challenges with the payment of utilities. As part of the April 2025 Rental Office order, the Appellant was paying rent to the Rental Office and had been granted an abatement of rent until vital services were restored to the premises. While the Appellant did not deny paying the rent late, she expressed some frustration with

enforcement of the April 2025 order given that she did not have water in the premises for a four-month period. The Appellant also advised that the Respondent had not allowed them to have the utilities in their name and that she was confused about how to pay the utilities. The Appellant advised that the Respondent had refused to deal with her social worker on the issue of payment of utilities and that he had stated he would not accept payment from just anyone.

[66] As of the date of the hearing, the Appellant's rent was current and the Reasons do not find a breach of s 41(1) of the *Act*.

[67] On the issue of the utilities, the Rental Officer provided clarification as to his earlier order, advising that nothing in his earlier decision required the Respondent to place the utilities in the Appellant's name. He did order a time frame in which utilities are to be paid after notice of the amount was sent to the Appellant.

[68] As an example of some of the confusion regarding payment of rent and utilities, the Appellant introduced evidence of an email sent to her by counsel for the Respondent after the hearing on August 22, 2025. Counsel (not counsel who argued the appeal) advised the Appellant by email that:

Per the Rental Officer's direction and prior to him issuing his reserved Order, this is a reminder that all rent must be paid on the first of each month in full... Additionally, the e-transfer is to come from **your email and your bank account only**. This is a reasonable request and we will deem any rent paid by another individual without permission from our office to do so as not made by you and will reject same.

[Emphasis in original quote]

[69] There were other demands made in this email, including that the Appellant could not have anyone who was not approved by the Respondent's counsel attend at the premises.

[70] Given that the Appellant was relying on assistance from a social worker and other agencies, the email of August 22, 2025 understandably caused her concern as to how she would be able to meet her obligations to the Respondent. During a court appearance addressing appeal issues, counsel for the Respondent advised the Appellant to ignore this email and that payments made by a social worker would be accepted. Nonetheless, the email is illustrative of the confusion faced by the Appellant on the issue of paying rent, an issue which should have been simple.

[71] As of the date of the appeal hearing, there were no allegations that either the rent or utilities were delinquent.

Failure to comply with an earlier rental officer's order

[72] The Rental Officer found that both the Appellant and the Respondent had failed to comply with his earlier order, being the order of April 26, 2025. The Appellant had breached this order by failing to pay her rent on time. The Respondent breached the order by failing to provide vital services to the premises, despite being ordered to do so, and by disturbing the Appellant's quiet enjoyment of the premises (although no evidence was cited in support of the latter assertion).

Disturbances and illegal activities and safety of the rental premises

[73] The Respondent alleged multiple breaches of ss 43(1) and 46(1), alleging disturbances of quiet possession as well as allowing others to commit illegal acts.

[74] With respect to the allegations of disturbances, the Respondent relied on the fire on the premises on June 25, 2025, the presence of police on the premises, and the fact that there were arrests of individuals made after leaving the premises. When pressed, the Respondent noted that they did not have direct evidence but were relying on reports from the Hay River Watch as well as a letter from the RCMP with respect to police.

[75] The Appellant objected to the evidence led by the Respondent, noting that the evidence was anonymous and hearsay. The Appellant acknowledged that two individuals had been arrested at her premises but advised that it was for events occurring off her premises.

[76] Ultimately, the Rental Officer found that he was not satisfied on a balance of probabilities that illegal activities had occurred at the premises. He did, however, find that the Appellant had breached her obligation not to disturb the Respondent or tenant's quiet enjoyment of the rental premises and rental complex. Unfortunately, he did not detail the evidentiary basis for making this finding.

[77] When one reviews the evidence before the Rental Officer, the following was submitted as evidence of disturbances:

- a) RCMP attendance at the premises on four separate occasions;
- b) An unsigned letter from the Hay River Watch Society alleging, without particularity, various disturbances and illegal activities on the premises;
- c) The fire events of June 25, 2025 accompanied by a letter from a neighbour who was concerned about those events;

- d) A letter from an individual in Hay River alleging, without particularity, criminal activities at the premises; and
- e) Further information from “the Watch” alleging that an individual known to frequent the Appellant’s residence left that residence under the influence of narcotics and committed several illegal activities. That information was accompanied by a four-year-old newspaper article about that same individual.

[78] With respect to the RCMP attendance, the information presented to the Rental Officer was only that the RCMP attended the premises. The Appellant advised that police attended the premises on one occasion to advise her of a missing family member. She also advised that a guest in the premises was arrested for failing to attend court. As well, perceiving that she was being harassed, she called the RCMP herself. The correspondence from the RCMP is not proof of disturbances.

[79] The correspondence from the Hay River Watch Society is likewise not proof of anything. Not only is it hearsay, but it is also anonymous hearsay.

[80] Lastly, the letter from an individual in Hay River alleging criminal activities contains no detail, simply assertions of opinion. It is not proof of anything.

[81] On the record, the only evidence of a disturbance at the premises are the events of June 25, 2025 where the Appellant’s son caused two fires. The Appellant explained that she was tending to a sick child inside, was not aware her disabled son was outside, and that she was unaware of the first fire that her son set. She advises that she only became aware of these events when the second fire was set and that she thanked her neighbour for her assistance in dealing with the issue. Those events, while having the potential to be very serious, are isolated to that one day and involve the actions of a special needs child.

[82] In his Reasons for Decision, not only did the Rental Officer fail to articulate the basis of his decision that the Appellant had breached s 43(1), he failed to grapple with whether the events of June 22, 2025, taken in context, are sufficient to constitute a breach of s 43(1) justifying the termination of the tenancy.

CONCLUSION

[83] In all of the circumstances, the lack of procedural fairness afforded to the Appellant with respect to advising her of procedural options available to her is an error. Additionally, the Rental Officer’s Reasons for Decision do not state the evidentiary basis for his conclusions, misstate the burden of proof, and rely on obligations which are not found in the *Act*. For these reasons, the appeal is allowed and the decision of the Rental Officer is set aside.

[84] The Appellant shall be entitled to her costs of these proceedings, which I fix at \$750.00.

Sheila M. MacPherson
J.S.C.

Dated in Yellowknife, NT this
5th day of February, 2026

Counsel for the Appellant: Self-represented

Counsel for the Respondent: Jared Lane

NWT Housing did not participate.

**IN THE SUPREME COURT OF THE
NORTHWEST TERRITORIES**

IN THE MATTER OF the *Residential Tenancies Act*,
RSNWT 1988, c R-5, as amended;

AND IN THE MATTER OF the Order of the NWT
Rental Officer of the NWT, File No. 18689, dated
August 25, 2025

BETWEEN:

STEPHANIE TWISS

Appellant

-and-

DARRELL DEAN

Respondent

MEMORANDUM OF JUDGMENT
OF
THE HONOURABLE JUSTICE S.M. MacPHERSON