

CONSOLIDATION OF RESIDENTIAL TENANCIES ACT
R.S.N.W.T. 1988,c.R-5

(Current to: June 24, 2012)

AS AMENDED BY NORTHWEST TERRITORIES STATUTES:

R.S.N.W.T. 1988,c.8(Supp)
In force July 19, 1993: SI-008-93
S.N.W.T. 1995,c.28
In force July 1, 1996: SI-003-96
S.N.W.T. 1997,c.8
S.N.W.T. 1998,c.17

AS AMENDED BY STATUTES ENACTED UNDER SECTION 76.05 OF NUNAVUT ACT:

S.N.W.T. 1998,c.34
In force April 1, 1999

AS AMENDED BY NUNAVUT STATUTES:

S.Nu. 2011,c.6,s.24
s.24 in force February 25, 2011, except s.24(4)
s.24(4) in force May 11, 2003 (deemed)

This consolidation is not an official statement of the law. It is an office consolidation prepared for convenience only. The authoritative text of statutes can be ascertained from the *Revised Statutes of the Northwest Territories, 1988* and the Annual Volumes of the Statutes of the Northwest Territories (for statutes passed before April 1, 1999) and the Statutes of Nunavut (for statutes passed on or after April 1, 1999).

A copy of a statute of Nunavut can be obtained from the Territorial Printer at the address below. The Annual Volumes of the Statutes of Nunavut and this consolidation are also available online at <http://www.justice.gov.nu.ca/english/legislation.html> but are not official statements of the law.

Any certified Bills not yet included in the Annual Volumes of the Statutes of Nunavut can be obtained through the Office of the Clerk of the Legislative Assembly.

Territorial Printer
Legislation Division
Department of Justice
Government of Nunavut
P.O. Box 1000, Station 550
Iqaluit, NU X0A 0H0

Tel.: (867) 975-6305
Fax: (867) 975-6189
Email: Territorial.Printer@gov.nu.ca

GLOSSARY OF TERMS USED IN CONSOLIDATIONS

Miscellaneous

- c. means "chapter".
- CIF means "comes into force".
- NIF means "not in force".
- s. means "section" or "sections", "subsection" or "subsections", "paragraph" or "paragraphs".
- Sch. means "schedule".
- SI-005-98 means the instrument registered as SI-005-98 in 1998. (*Note: This is a Northwest Territories statutory instrument if it is made before April 1, 1999, and a Nunavut statutory instrument if it is made on or after April 1, 1999 and before January 1, 2000.*)
- SI-012-2003 means the instrument registered as SI-012-2003 in 2003. (*Note: This is a Nunavut statutory instrument made on or after January 1, 2000.*)

Citation of Acts

- R.S.N.W.T. 1988,c.D-22 means Chapter D-22 of the *Revised Statutes of the Northwest Territories, 1988*.
- R.S.N.W.T. 1988,c.10(Supp.) means Chapter 10 of the Supplement to the *Revised Statutes of the Northwest Territories, 1988*. (*Note: The Supplement is in three volumes.*)
- S.N.W.T. 1996,c.26 means Chapter 26 of the 1996 Annual Volume of the Statutes of the Northwest Territories.
- S.Nu. 2002,c.14 means Chapter 14 of the 2002 Annual Volume of the Statutes of Nunavut.

TABLE OF CONTENTS

INTERPRETATION

Definitions	1	(1)
Vacating premises		(2)
Abandoning rental premises		(3)
Contractual relationship between landlord and tenant	2	(1)
Exception		(2)
<i>Interesse termini</i>		(3)
Date of commencement of tenancy agreement		(4)
Remedy of distress	3	(1)
<i>Idem</i>		(2)
Time of default		(3)
Breach of covenant	4	
Mitigation of damages	5	(1)
Obligation to rent		(2)

APPLICATION

Application	6	(1)
Exemptions		(2)
Application of <i>Frustrated Contracts Act</i>	7	(1)
Application of <i>Human Rights Act</i>		(2)
Non-application of <i>Arbitration Act</i>		(3)

BINDING PROVISION

Binding provision	8	
-------------------	---	--

TENANCY AGREEMENTS

Tenancy Agreements

Tenancy agreement	9	(1)
Term of oral or implied tenancy agreement		(2)
Form of written tenancy agreement		(3)
Where tenancy agreement deemed to be in writing		(4)
Provisions of tenancy agreement	10	(1)
Transitional		(2)
Delivery of copy of agreement	11	(1)
Failure to deliver copy of agreement		(2)
Burden of proof		(3)
Recovery of rent		(4)
Additional rights and obligations	12	(1)
Additional obligation		(2)

Rules		(3)
Application to rental officer		(4)
Order		(5)
Accelerated rent	13	
Security deposit	14	(1)
Payment of security deposit		(2)
Subsidized public housing		(3)
Transitional		(4)
Prohibition		(5)
Remedy		(6)
Condition and contents of rental premises	15	(1)
Copy to tenant		(2)
Interest	16	(1)
Period of crediting interest		(2)
Obligation respecting security deposits	17	(1)
Security deposits held in trust		(2)
<i>Trustee Act</i>		(3)
Return of security deposit	18	(1)
Repairs		(2)
Where landlord retains security deposit		(3)
Repairs		(4)
Decision of rental officer		(5)

Change of Landlord or Tenant

Change of landlord	19	(1)
Person to whom rent is payable		(2)
Where tenant uncertain		(3)
Payment of rent to rental officer		(4)
Consequences of change of landlord	20	
Change of tenant by assignment	21	(1)
No change of tenant by a subletting		(2)

Assignment and Subletting

Right to assign or sublet	22	(1)
Consent		(2)
Subletting		(3)
Order		(4)
Charge for consent	23	(1)
Form of consent		(2)
Form of assignment and subletting		(3)
Signature of assignment		(4)
Signature of subletting		(5)
Copy of tenancy agreement		(6)
When assignment or subletting takes effect		(7)

Exception		(8)
Rights and obligations of subtenant	24	(1)
When subtenant to vacate		(2)

RIGHTS AND OBLIGATIONS

Mutual Obligations

Alteration of locks to rental premises	25	(1)
Alteration of locks to residential complex		(2)
Remedies		(3)
Entering rental premises	26	(1)
Right of landlord to enter		(2)
Notice		(3)
Hours when entry permitted		(4)
Tenant may specify alternative hours		(5)
Entry without notice	27	(1)
Entry without permission		(2)
Where tenant present		(3)
Remedies	28	
Entry by political canvassers	29	

Landlord's Obligations

Obligation to repair	30	(1)
Reduction of services		(2)
Knowledge of state of non-repair		(3)
Remedies		(4)
Notice of substantial breach		(5)
Delay		(6)
Agreement where tenant to repair	31	(1)
Remedies		(2)
Payment of rent to rental officer	32	(1)
Application		(2)
Where tenant does not act on reasonable grounds		(3)
Definition of "vital service"	33	(1)
Prohibition against withholding vital services		(2)
Remedies		(3)
Notice to rental officer		(4)
Quiet enjoyment	34	(1)
Remedies		(2)
Seizure of property of tenant	35	(1)
Seizure by Sheriff		(2)
Notice of legal name of landlord	36	(1)
Posting of notice		(2)
Proceedings against landlord		(3)

Remedy		(4)
Copy of Act	37	
Tenant directory	38	(1)
Posting of directory		(2)
Compliance with additional obligations	39	(1)
Remedies		(2)
Safety devices	40	(1)
Remedy		(2)
Offence and punishment		(3)

Tenant's Obligations

Obligation to pay rent	41	(1)
Late payment		(2)
Penalty calculation		(3)
Remedies		(4)
Determination of amount of rent owing		(5)
No breach		(6)
Responsibility for repair of damage	42	(1)
No damage		(2)
Remedies		(3)
Quiet enjoyment	43	(1)
Deemed disturbance by tenant		(2)
Remedies		(3)
Landlord to investigate complaints	44	(1)
Where tenant not satisfied		(2)
Rental officer to inquire into matter		(3)
Deemed application		(4)
Compliance with additional obligations	45	(1)
Responsibility for cleanliness		(2)
Overcrowding		(3)
Remedies		(4)
Illegal activities	46	(1)
Remedies		(2)

RENT INCREASES

Rent increases	47	(1)
Notice		(2)
Effective date of increase		(3)
Termination		(4)
Change of tenant		(5)
Exception		(6)

SECURITY OF TENURE

Restriction on termination of tenancy	48	(1)
Restriction on recovery of possession		(2)
Automatic renewal of tenancy	49	(1)
Application		(2)
Exception		(3)

TERMINATION

Agreement to terminate	50	
Termination by tenant of fixed term agreement	51	(1)
Termination by landlord		(2)
Termination by tenant of periodic tenancy agreement	52	(1)
Termination by landlord		(2)
Early termination by tenant	53	(1)
Medical certificate		(2)
Notice of early termination by landlord	54	(1)
Exception		(2)
Delay reduced		(3)
Application to terminate		(4)
Contents of notice of termination	55	(1)
Fee		(2)
Termination of tenancy where employer landlord	56	(1)
When tenant to vacate		(2)
Rent or compensation		(3)
Termination of tenancies of different types	57	
Termination for use of landlord or where sale of residential complex	58	(1)
Early termination by tenant		(2)
Overpayment by tenant		(3)
Termination for demolition, change of use or major repairs	59	(1)
Early termination by tenant		(2)
Overpayment by tenant		(3)
Tenant's right of first refusal		(4)
Remedy where right of first refusal denied		(5)
Remedy for improper termination	60	(1)
Presumption		(2)
Application of government authority	61	(1)
Order		(2)
Abandonment	62	(1)
Compensation for loss of future rent		(2)
Order of eviction	63	(1)
Powers of Sheriff		(2)

GENERAL

Abandoned Personal Property

Abandoned personal property	64	(1)
Worthless or unsafe property		(2)
Inventory		(3)
Property of little value		(4)
Remaining property		(5)
Where property to be returned		(6)
Sale of unclaimed property	65	(1)
Proceeds of sale		(2)
Balance of proceeds of sale		(3)
Report on sale		(4)
Unclaimed proceeds		(5)
Purchaser in good faith acquires good title		(6)
Substantial compliance protects landlord		(7)
Remedies for wrongful sale	66	

Overholding Tenants

Rent due	67	(1)
Acceptance of rent		(2)
Burden of proof		(3)
Order for compensation		(4)

Applications

Application to rental officer	68	(1)
Filing of application		(2)
Extension of time		(3)
Application to judge	69	
Summary application to judge	70	(1)
Affidavit		(2)
Extension of time		(3)
Remedy		(4)

Service

Service of notices	71	(1)
Service by mail		(2)
Where personal service not possible		(3)

RENTAL OFFICER

Appointment

Appointment	72	
-------------	----	--

Duties and Powers

Duty	73	
Powers	74	(1)
Orders		(2)
<i>Public Inquiries Act</i>		(3)

Procedure

Expediency	75	
Mediation by rental officer	76	(1)
Frivolous or vexatious applications		(2)
Withdrawing application		(3)
Decision to hold hearing	77	(1)
Disqualification		(2)
Hearing issues together	78	(1)
Hearing issues separately		(2)
Examination of materials	79	
Power of rental officer to question parties	80	
Power of rental officer to investigate	81	
Decision	82	
Making of order	83	(1)
Terms and conditions		(2)
Deducting compensation from rent	84	(1)
Compensation to landlord		(2)
Lump sum payments		(3)

Enforcement of Order

Authority of order	85	
Filing of order	86	(1)
Deeming provision		(2)
Enforcement of order		(3)

Appeal

Appeal to judge	87	(1)
Notice		(2)
Extension of time		(3)

Documentation		(4)
Evidence		(5)
Stay of order	88	
Decision on appeal	89	
Further appeal	90	

OFFENCES AND PUNISHMENT

Offences and punishment	91	(1)
Where corporation convicted		(2)

REGULATIONS

Regulations	92	
-------------	----	--

SCHEDULE

RESIDENTIAL TENANCIES ACT

INTERPRETATION

Definitions

1. (1) In this Act,

"approved" means approved by a rental officer; (*agr  *)

"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; (*loge*)

"common areas" include yards, walkways, steps, driveways, alleys and corridors; (*aires communes*)

"housing co-operative association" means an association incorporated under the *Co-operative Associations Act* that is a non-profit corporation the main purpose of which is to provide living accommodation for its members; (*coop  rative d'habitation*)

"judge" means a judge of the Nunavut Court of Justice; (*jug  *)

"landlord" includes the owner, or other person permitting occupancy of rental premises, and his or her 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; (*locateur*)

"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; (*maison mobile*)

"mobile home park" means land on which two or more occupied mobile homes are located for a period of 60 days or more, and includes all common areas, services and facilities available for the use of the tenants of the mobile homes; (*parc de maisons mobiles*)

"rent" includes the amount of any consideration paid or required to be paid by a tenant to a landlord or his or her agent for the right to occupy rental premises and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in respect of his or her occupancy of the rental premises, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing; (*loyer*)

"rental officer" means a person appointed under section 72; (*r  gisseur*)

"rental premises" means a living accommodation or land for a mobile home used or intended for use as rental premises and includes a room in a boarding house or lodging house; (*logement locatif*)

"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 tenants of the building, buildings or park; (*ensemble d'habitation*)

"security deposit" means money or any property or right paid or given by a tenant to a landlord or his or her agent or to anyone on his or her behalf to be held by or for the account of the landlord as security for the repairs of damage caused by a tenant to the rental premises or any arrears of rent; (*dépôt*)

"services and facilities" includes furniture, appliances and furnishings, parking and related facilities, laundry facilities, elevator facilities, common recreational facilities, garbage facilities and related services, cleaning or maintenance services, storage facilities, intercom systems, cable television facilities, heating facilities or services, air-conditioning facilities, utilities and related services, and security services or facilities; (*services et installations*)

"Sheriff" means the Sheriff appointed under the *Judicature Act*; (*shérif*)

"spouse" has the meaning assigned to it by section 1 of the *Family Law Act*; (*conjoint*)

"subsidized public housing" means rental premises rented to an individual or family of low or modest income at a reduced rent determined by the income of the tenant and funded by the Government of Canada, the Government of Nunavut or a municipality or an agency of the Government of Canada, the Government of Nunavut or a municipality pursuant to the *National Housing Act* (Canada) or the *Nunavut Housing Corporation Act*; (*logement public subventionné*)

"subtenant" means a person who has been given the right to occupy rental premises by a tenant; (*sous-locataire*)

"tenancy agreement" means an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement; (*bail*)

"tenant" means a person who pays rent in return for the right to occupy rental premises and his or her heirs, assigns and personal representatives. (*locataire*)

Vacating premises

(2) For the purpose of this Act, a tenant has vacated the rental premises and the residential complex where the tenancy has been terminated in accordance with this Act and

- (a) the tenant has left the rental premises and informed the landlord that the tenant does not intend to return; or
- (b) the tenant does not ordinarily live in the rental premises and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

Abandoning rental premises

(3) For the purpose of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and

- (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or
- (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

S.N.W.T. 1998,c.17,s.26; S.Nu. 2011,c.6,s.24(2),(5).

Contractual relationship between landlord and tenant

2. (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.

Exception

(2) Despite subsection (1), where a written tenancy agreement is for a term of more than three years, an interest in land in favour of a tenant may be created pursuant to the *Land Titles Act*.

Interesse termini

(3) The doctrine of *interesse termini* is abolished.

Date of commencement of tenancy agreement

(4) A tenancy agreement takes effect on the date the tenant is entitled to occupy the rental premises. R.S.N.W.T. 1988,c.8(Supp.),s.246; S.Nu. 2011,c.6,s.24(5).

Remedy of distress

3. (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 rental premises shall distrain on the goods and chattels of a tenant of rental premises.

Time of default

(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 before February 6, 1988.

Breach of covenant

4. 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.

Mitigation of damages

5. (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 or her damages.

Obligation to rent

(2) Without limiting subsection (1), where a tenant terminates a tenancy agreement, contravenes a tenancy agreement, or vacates or abandons rental premises, other than in accordance with this Act or the tenancy agreement, the landlord shall rent the rental premises again as soon as is practicable and at a reasonable rent in order to mitigate the damages of the landlord.

APPLICATION

Application

6. (1) Subject to this section, this Act applies only to rental premises and to tenancy agreements, despite any other Act or any agreement or waiver to the contrary.

Exemptions

(2) This Act does not apply to

- (a) transient living accommodation provided in a hotel, motel, tourist establishment, hostel or other similar accommodation;
- (b) living accommodation occupied as a vacation home for a seasonal or temporary period;
- (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;
- (e) living accommodation established to temporarily shelter persons in need;
- (f) living accommodation provided by a hospital, a nursing home or a home for the aged to its patients;
- (g) living accommodation provided by a hospital, a nursing home or a home for the aged to its staff unless the living accommodation has its own self-contained bathroom and kitchen facilities and is

- intended for year-round occupation by full-time staff or members of their household;
- (h) 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 household;
 - (i) living accommodation situated in a building used 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 the occupant of services related to, a non-residential business or enterprise carried on in the building; and
 - (j) premises occupied for business or agricultural purposes with living accommodation attached under a single tenancy agreement where the person occupying the living accommodation is occupying the premises for business or agricultural purposes.
- S.Nu. 2011,c.6,s.24(5).

Application of *Frustrated Contracts Act*

7. (1) The *Frustrated Contracts Act* applies to a tenancy agreement.

Application of *Human Rights Act*

- (2) The *Human Rights Act* applies to a tenancy agreement.

Non-application of *Arbitration Act*

- (3) The *Arbitration Act* does not apply to mediation of disputes between landlords and tenants. S.Nu. 2011,c.6,s.24(4).

BINDING PROVISION

Binding provision

8. Subject to this Act, this Act binds
- (a) the Government of Nunavut and its agents where it is a landlord or a tenant of rental premises; and
 - (b) a housing association and a housing authority as defined in the *Nunavut Housing Corporation Act*.
- S.Nu. 2011,c.6,s.24(5).

TENANCY AGREEMENTS

Tenancy Agreements

Tenancy agreement

9. (1) A tenancy agreement may be oral, written or implied.

Term of oral or implied tenancy 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.

Form of written tenancy agreement

(3) A written tenancy agreement must be signed by the parties or their agents and may be in the form of a residential tenancy agreement set out in the Schedule.

Where tenancy 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 or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

Provisions of tenancy agreement

10. (1) A tenancy agreement shall be deemed to include the provisions of the residential tenancy agreement set out in the Schedule and any provision of the tenancy agreement that is inconsistent with the provisions of the residential tenancy agreement set out in the Schedule or this Act is of no effect.

Transitional

(2) Subsection (1) applies to all tenancy agreements in existence immediately before February 6, 1988.

Delivery of copy of agreement

11. (1) Where 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 60 days after it has been signed by the tenant and delivered to the landlord.

Failure to deliver copy of agreement

(2) Where a landlord does not deliver a copy of a tenancy agreement in compliance with subsection (1), a tenant may pay to a rental officer the rent lawfully required on the subsequent dates specified by the tenancy agreement until the landlord complies with subsection (1).

Burden of proof

(3) The burden of proof that a landlord has complied with subsection (1) is on the landlord.

Recovery of rent

(4) A landlord who complies with subsection (1) after a tenant has paid his or her rent to a rental officer may recover the rent paid by the tenant from the rental officer.

Additional rights and obligations

12. (1) In addition to the rights and obligations contained in the residential tenancy agreement set out in the Schedule, a landlord and tenant may provide in a written tenancy agreement for other rights and obligations that are not inconsistent with this Act.

Additional obligation

(2) Where an additional obligation concerns the tenant's use, occupancy or maintenance of the rental premises or residential complex, the obligation cannot be enforced unless it is reasonable in all circumstances.

Rules

(3) A landlord shall not establish, modify or enforce rules concerning the tenant's use, occupancy or maintenance of the rental premises or residential complex, unless the rules are reasonable in all circumstances, in writing and made known to the tenant.

Application to rental officer

(4) A landlord or tenant may apply to a rental officer to determine whether an obligation or rule is reasonable.

Order

(5) A rental officer who receives an application under subsection (4) may determine whether an obligation or rule is reasonable and order the landlord or tenant to comply.

Accelerated rent

13. No tenancy agreement shall 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 of no effect.

Security deposit

14. (1) No landlord shall require or receive a security deposit from a tenant other than

- (a) in the case of a weekly tenancy, an amount equal to the rent for a period not exceeding one week; or
- (b) in the case of a tenancy other than a weekly tenancy, an amount equal to the rent for a period not exceeding one month.

Payment of security deposit

(2) Where a tenant is liable for a security deposit for a tenancy other than a weekly tenancy, the tenant may pay

- (a) 50% of the security deposit at the commencement of the tenancy; and
- (b) the remaining 50% of the security deposit within three months of the commencement of the tenancy.

Subsidized public housing

(3) A landlord of subsidized public housing and a landlord who is an employer that provides his or her employees with rental premises at a subsidized rent may require a security deposit that is calculated on the market-value rent of the rental premises.

Transitional

(4) No landlord shall require or receive a security deposit from a tenant in an amount that exceeds 1/2 of one month's rent under a tenancy agreement entered into or renewed before February 6, 1988.

Prohibition

(5) No landlord shall require or receive any amount as a deposit for the amount of the first month's or the last month's rent from a tenant or any other amount from a tenant or prospective tenant other than a security deposit referred to in this section.

Remedy

(6) 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

- (a) where the tenant fails to pay the required security deposit, requiring the tenant to pay the security deposit to the landlord;
- (b) where a landlord breaches this section, requiring the landlord to return any amount of the security deposit that is in excess of the amount permitted by this section; or
- (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct result of the breach.

Condition and contents of rental premises

15. (1) At the commencement of the tenancy and when a security deposit is requested, a landlord and tenant shall sign a document that sets out the condition and contents of the rental premises.

Copy to tenant

(2) A landlord shall ensure that a signed copy of the document referred to in subsection (1) is delivered to the tenant on receipt of all or a portion of the security deposit, as the case may be.

Interest

16. (1) A landlord shall credit annually, to the tenant, interest on the security deposit at a rate equal to the bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the periodic publication entitled the *Bank of Canada Review*, in effect on January 1 in the year that the interest is credited.

Period of crediting interest

(2) A landlord shall credit to the tenant interest as described in subsection (1) on the security deposit up to the date the tenant vacates or abandons the rental premises.

Obligation respecting security deposits

17. (1) A landlord shall keep all security deposits separate and apart from money belonging to the landlord.

Security deposits held in trust

(2) A landlord shall hold all security deposits in trust.

Trustee Act

(3) A landlord shall

- (a) only invest security deposits as directed by the *Trustee Act*; or
 - (b) deposit all security deposited in a trust account in a bank within Nunavut.
- S.Nu. 2011,c.6,s.24(5).

Return of security deposit

18. (1) Subject to this section, where a landlord holds a security deposit, the landlord shall, within 10 days after the tenant vacates or abandons the rental premises,

- (a) return the security deposit to the tenant with interest; and
- (b) give the tenant an itemized statement of account for the security deposit.

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 and for any arrears of the rent.

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 or the tenant is in arrears of the rent, the landlord shall, within 10 days after the tenant vacates or abandons the rental premises,

- (a) send a notice to the tenant and a rental officer of the intention of the landlord to withhold all or part of the security deposit;
- (b) give the tenant an itemized statement of account for the security deposit;
- (c) give the tenant an itemized statement of account for the repairs or arrears of the rent; and
- (d) return the balance of the security deposit with interest to the tenant.

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 10 days after the tenant vacates or abandons the rental premises, the landlord shall

- (a) deliver to the tenant, within 10 days after the tenant vacates or abandons the rental premises,
 - (i) an estimated itemized statement of account for the repairs, and
 - (ii) the estimated balance of the deposit; and
- (b) within 30 days after the tenant vacates or abandons the rental premises

- (i) deliver a final itemized statement of account for the repairs, and
- (ii) return the final balance to the tenant.

Decision of rental officer

(5) Where a landlord fails to return all or part of the security deposit with interest, a landlord or a tenant shall refer the matter to a rental officer who shall inquire into the matter and render a decision on the matter.

Change of Landlord or Tenant

Change of landlord

19. (1) Where there is 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.

Person to whom rent is payable

(2) A tenant may continue, without prejudice, to pay rent to the landlord until the tenant has received a written notice that a new landlord has acquired 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.

Where tenant uncertain

(3) Where a tenant is uncertain about who is entitled to be paid the rent, the tenant may request the rental officer to inquire into the matter.

Payment of rent to rental officer

(4) Where the rental officer is unable to ascertain the person entitled to the rent pursuant to a request referred to in subsection (3), the rental officer may direct the tenant to pay his or her 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.

Consequences of change of landlord

20. Where there is 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;
- (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;
- (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;
- (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
- (e) where the former landlord has started a proceeding under this Act before the change of landlord that may affect the rights or obligations of the new landlord, the new landlord is entitled to join in or continue the proceeding.

Change of tenant by assignment

21. (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.

No change of tenant by a subletting

(2) A tenant who sublets remains entitled to the rights of a tenant and is liable to the landlord for breaches of the tenant's obligations, under this Act or the tenancy agreement.

Assignment and Subletting

Right to assign or sublet

22. (1) Where a tenant has a tenancy agreement for a period of six months or more or has no fixed tenancy agreement and has occupied a rental premises for a period of six months or more, the tenant may, subject to subsection (2), transfer his or her right to occupy the rental premises to another person but the transfer must be either

- (a) an assignment where the tenant does not intend to return to the rental premises, and the tenant gives up all his or her interest in the rental premises to the other person; or
- (b) a subletting, where the tenant
 - (i) intends to return to the rental premises,
 - (ii) 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
 - (iii) will resume occupancy on that date.

Consent

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

Subletting

(3) Where a landlord unreasonably withholds consent to a subletting, a tenant may request an order from the rental officer permitting the subletting without the landlord's written consent.

Order

(4) A rental officer may issue an order permitting the subletting without the landlord's written consent pursuant to a request referred to in subsection (3).

Charge for consent

23. (1) A landlord shall not charge for giving consent to an assignment or subletting except for reasonable expenses incurred to give the consent, not exceeding \$50.

Form of consent

(2) A consent to an assignment or subletting may be in the approved form and shall be signed by the landlord or agent of the landlord.

Form of assignment and subletting

(3) An assignment or a subletting agreement may be in the approved form.

Signature of assignment

(4) An assignment shall be signed by the tenant and new tenant or their agents.

Signature of subletting

(5) A subletting agreement shall be signed by the tenant and subtenant or their agents.

Copy of tenancy agreement

(6) Where there is a written tenancy agreement, a copy of the tenancy agreement must be attached to the assignment or subletting agreement.

When assignment or subletting takes effect

(7) An assignment or subletting takes effect on the date the new tenant or subtenant is entitled to occupy the rental premises.

Exception

(8) This section and section 22 do not apply to subsidized public housing and rental premises provided by an employer to an employee as a benefit of employment.

Rights and obligations of subtenant

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.

When 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.

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.

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

- (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 not to breach the obligation again; or
- (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct result of the breach.

Entering rental premises

26. (1) A landlord shall not enter rental premises except as provided by this section and section 27.

Right of landlord to enter

(2) A landlord has the right to enter rental premises, and a tenant shall permit the landlord to enter,

- (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 the consent of the landlord to an assignment or subletting;
- (c) to show the rental premises to prospective tenants where
 - (i) the tenant has given notice to terminate the tenancy,
 - (ii) the landlord and tenant have agreed to terminate, or
 - (iii) a rental officer has made an order terminating the tenancy;
- (d) to show the rental premises to prospective purchasers of the residential complex;
- (e) to inspect the rental premises every six months;
- (f) 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 renewed on the residential complex; or

- (g) to inspect the rental premises on the day the tenant is required to vacate the premises to determine if the tenant has fulfilled the tenant's obligations under this Act and the tenancy agreement.

Notice

(3) A landlord who intends to exercise the right to enter under subsection (2) shall give written notice to the tenant at least 24 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.

Hours when entry permitted

(4) The hours during which the landlord intends to enter the rental premises must be between 8:00 a.m. and 8:00 p.m.

Tenant may specify alternative hours

(5) Unless the tenant objects to the days and hours set out in the notice of the landlord 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).

Entry without notice

27. (1) A landlord has the right to enter the rental premises without giving the notice required by subsection 26(3) where

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

Entry without permission

(2) In the case referred to in paragraph (1)(a), a landlord has a right to enter even though the tenant is not at home at the time and has not given his or her permission to the landlord to enter.

Where tenant present

(3) In the case referred to in paragraph (1)(a), where a tenant is at home at the time, the tenant shall permit the landlord to enter.

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

- (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.

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 of a municipal government or a District Education Authority, for the purpose of canvassing or distributing election material.
S.N.W.T. 1995,c.28,s.161.

Landlord's Obligations

Obligation to repair

- 30.** (1) A landlord shall
- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided 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
 - (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.

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 the tenant entered into the tenancy agreement.

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 may make an order

- (a) requiring the landlord to comply with the landlord's obligation;
- (b) requiring the landlord to not breach the landlord's obligation again;
- (c) authorizing any repair or other action to be taken by the tenant to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses associated with the repair or action;
- (d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a direct result of the breach; or
- (e) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Notice of substantial breach

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

Delay

(6) A landlord shall, within 10 days, remedy any breach referred to in subsection (5).

Agreement where tenant to repair

31. (1) Despite section 30, where a residential complex is composed of one rental premises, a landlord and tenant may agree that any or all of the obligations set out in subsection 30(1) may be performed by the tenant except for repairs required as a result of reasonable wear and tear or as a result of fire, water, tempest or other act of God.

Remedies

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

- (a) requiring the tenant to comply with the tenant's obligation;
 - (b) requiring the tenant to not breach the tenant's obligation again;
 - (c) authorizing any repair or other action to be taken by the landlord to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses associated with the repair or action;
 - (d) requiring the tenant to compensate the landlord for loss that has been or will be suffered as a direct result of the breach; or
 - (e) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.
- S.Nu. 2011,c.6,s.24(5).

Payment of rent to rental officer

32. (1) Where the landlord does not remedy a substantial breach within 10 days of the notice referred to in subsection 30(5), the tenant may apply to a rental officer to pay to a rental officer all or part of the rent lawfully required on the subsequent dates specified by the tenancy agreement and a rental officer may order the tenant to pay the rent to the rental officer.

Application

(2) The payment of rent to the rental officer referred to in subsection (1) must be accompanied by an application to the rental officer under subsection 30(4).

Where tenant does not act on reasonable grounds

(3) 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.

Definition of "vital service"

33. (1) In this section, "vital service" includes heat, fuel, electricity, gas, hot and cold water and any other public utility.

Prohibition against withholding vital services

(2) No landlord shall, until the date the tenant vacates or abandons the rental premises,

- (a) withhold or cause to be withheld the reasonable supply of a vital service that the landlord is obligated to supply under the tenancy agreement; or
- (b) deliberately interfere with the supply of a vital service, whether or not the landlord is obligated to supply that service under the tenancy agreement.

Remedies

(3) Where, on the application of a tenant, a rental officer determines that the landlord has breached the prohibition imposed by subsection (2), the rental officer may make an order

- (a) requiring the landlord to not withhold vital services;
- (b) requiring the landlord to not withhold vital services again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach;
- (d) directing the tenant to pay to the rental officer all or part of his or her rent that would otherwise be payable to the landlord; or
- (e) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Notice to rental officer

(4) Where a landlord is obligated to provide a vital service under a tenancy agreement, the person who provides a vital service to a residential complex on behalf of the landlord shall notify the rental officer if a vital service will no longer be provided to that residential complex.

Quiet enjoyment

34. (1) No landlord shall 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 subsection (1), the rental officer may make an order

- (a) requiring the landlord to comply with the landlord's obligation;
- (b) requiring the landlord to not breach the landlord's obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach; or

- (d) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Seizure of property of tenant

35. (1) No landlord shall 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.

Seizure by Sheriff

(2) Subsection (1) does not apply to a seizure of property where the seizure is made by the Sheriff in satisfaction of an order of a judge or rental officer.

S.N.W.T. 1998,c.34,Sch.C,s.30(2); S.Nu. 2011,c.6,s.24(5).

Notice of legal name of landlord

36. (1) A landlord shall give notice to the tenants of the landlord of

- (a) the name, address for the giving of notices or documents and telephone number of the landlord; and
- (b) the name, address and telephone number of any agent of the landlord having authority in respect of the residential complex.

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, the landlord shall fulfil the obligation imposed by subsection (1) by posting up and maintaining posted in a conspicuous place the information required by subsection (1).

Proceedings against landlord

(3) Any proceeding taken by a tenant may be commenced against the landlord in the name provided under paragraph (1)(a).

Remedy

(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.

Copy of Act

37. 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

38. (1) A landlord of a residential complex of more than five rental premises shall draw up and keep up to date a tenant directory that indicates the tenants who may require special assistance in an emergency.

Posting of directory

(2) A landlord referred to in subsection (1) shall post inside the door of the fire panel in the residential complex a copy of the tenant directory referred to in subsection (1).

Compliance with additional obligations

39. (1) Where in a written tenancy agreement a landlord has undertaken additional obligations, the landlord shall comply with the additional obligations that are reasonable in all circumstances.

Remedies

(2) Where, on the application of a tenant, a rental officer determines that the landlord has breached an additional obligation that the landlord has undertaken, the rental officer may make an order

- (a) requiring the landlord to comply with the landlord's obligation;
- (b) requiring the landlord to not breach the landlord's obligation again;
- (c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach;
- (d) authorizing any reasonable action that is to be taken by the tenant to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses directly associated with the action; or
- (e) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

Safety devices

40. (1) A landlord shall cause to be installed in the rental premises, including the door giving entry to a residential complex, devices necessary to make rental premises reasonably secure from unauthorized entry.

Remedy

(2) 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.

Offence and punishment

(3) A landlord who does not comply with subsection (1) is guilty of an offence and liable on summary conviction to a fine not exceeding \$500.

Tenant's Obligations

Obligation to pay rent

41. (1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

Late payment

(2) A tenant who pays his or her rent later than the dates specified by the tenancy agreement is liable to a penalty.

Penalty calculation

(3) The penalty referred to in subsection (2) is calculated for each day that the rent is late by multiplying

- by
- (a) the rent due,
 - (b) the bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the periodic publication entitled the *Bank of Canada Review*, in effect on January 1 in the year that the late payment is calculated,
- and the total is divided by 365.

Remedies

(4) 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

- (a) requiring the tenant to pay the rent owing and any penalty for late payment;
- (b) requiring the tenant to pay his or her rent on time in the future; or
- (c) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

Determination of amount of rent owing

(5) Where a rental officer makes an order under paragraph (4)(a), the rental officer may, in determining the amount of rent owing, where the rental officer considers it is justified in doing so, take into account reasonable expenses that will be incurred by the tenant to remedy the effects of any breach by the landlord of the landlord's obligation to repair.

No breach

(6) A tenant who pays part or all of his or her rent to a rental officer pursuant to subsection 11(2), 19(4) or 32(1) or paragraph 33(3)(d) is not in breach of the obligation imposed by subsection (1).

Responsibility for repair of damage

42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

No damage

(2) Ordinary wear and tear of rental premises does not constitute damage to the premises.

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

- (a) requiring the tenant to comply with the tenant's obligation;
- (b) prohibiting the tenant from doing any further damage;
- (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 that is to be taken by the landlord to remedy the effects of the tenant's breach;
- (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or
- (f) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

Quiet enjoyment

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Deemed disturbance by tenant

(2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant shall be deemed to be a disturbance caused by the tenant.

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 the tenant's obligation;
- (b) requiring the tenant to not breach the tenant's obligation again;
- (c) requiring the tenant to compensate the persons affected for loss suffered as a direct result of the breach; or
- (d) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

Landlord to investigate complaints

44. (1) Where a tenant informs his or her landlord that the tenant has been affected by another tenant's breach of the obligation imposed by subsection 43(1), the landlord shall inquire into the complaint and take appropriate action, including the making of an application under subsection 43(3).

Where tenant not satisfied

(2) Where, after receiving a complaint of a tenant under subsection (1), the landlord does not make an application under subsection 43(3) and the tenant is not satisfied with the action, if any, that the landlord has taken, the tenant may give a written notice to that effect to the landlord and the rental officer.

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 the rental officer is of the opinion that there are reasonable grounds for an application under subsection 43(3), shall attempt, by whatever reasonable means the rental officer considers necessary, to resolve the complaint by agreement between the landlord and the tenant who made the complaint.

Deemed application

(4) Where the rental officer is of the opinion that the rental officer has been unable to resolve the complaint within a reasonable time,

- (a) an application by the landlord under subsection 43(3) against the tenant alleged to have breached the obligation imposed by subsection 43(1) shall be deemed to have been made; and
- (b) the landlord, the tenant who made the complaint and the tenant alleged to have breached the obligation are parties to the application.

Compliance with additional obligations

45. (1) Where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

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.

Overcrowding

(3) A tenant shall not permit such 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.

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 the tenant's obligation;
- (b) requiring the tenant to not breach the tenant's obligation again;
- (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach;
- (d) authorizing any action that is to be taken by the landlord to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses directly associated with the action; or
- (e) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

Illegal activities

46. (1) A tenant shall not carry on or permit to be carried on any criminal act or do or permit the doing of any criminal act in the rental premises or in the residential complex.

Remedies

(2) Where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by subsection (1) 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

- (a) requiring the tenant to comply with the tenant's obligation;
- (b) requiring the tenant to not breach the tenant's obligation again; or
- (c) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

RENT INCREASES

Rent increases

47. (1) Despite a change in landlord, no landlord shall increase the rent in respect of a rental premises until 12 months have expired from

- (a) the date the last increase in rent for the rental premises became effective; or
- (b) the date on which rent was first charged, where the rental premises have not been previously rented.

Notice

(2) The landlord shall give the tenant notice of the rent increase in writing at least three months before the date the rent increase is to be effective.

Effective date of increase

(3) An increase in rent by a landlord is not effective until three months have expired from the date of the notice of the rent increase.

Termination

(4) Where a tenant receives a notice of a rent increase, the tenant

- (a) may elect to treat the notice as a notice of termination of the tenancy to be effective on the day immediately preceding the day on which the rent increase is to be effective; and
- (b) shall inform the landlord in writing of his or her intent to treat the notice as a notice of termination.

Change of tenant

(5) Where a landlord has given a tenant notice of a rent increase and the tenant terminates the tenancy agreement, the landlord shall

- (a) give a new tenant a copy of the notice before the parties agree to a tenancy agreement; and
- (b) rent the rental premises at the rent stated in the notice.

Exception

(6) This section does not apply to subsidized public housing.
S.Nu. 2011,c.6,s.24(5).

SECURITY OF TENURE

Restriction on termination of tenancy

48. (1) No person shall terminate a tenancy agreement except in accordance with this Act.

Restriction on recovery of possession

- (2) No landlord shall regain possession of a rental premises unless
- (a) the tenant has vacated or abandoned the rental premises; or
 - (b) an eviction order has authorized the regaining of possession.

Automatic renewal of tenancy

49. (1) Where 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 with the same rights and obligations as existed under the former tenancy agreement, subject to any rent increase that complies with section 47.

Application

- (2) Subsection (1) does not apply where
- (a) the landlord and tenant have entered into a new tenancy agreement;
 - (b) the tenancy has been terminated in accordance with this Act; or
 - (c) the residential complex is composed of one rental premises that was the only residence of the landlord in Nunavut.

Exception

(3) This section does not apply to subsidized public housing or to rental premises provided by an employer to an employee as a benefit of employment.
S.Nu. 2011,c.6,s.24(5).

TERMINATION

Agreement to terminate

50. A landlord and tenant may agree in writing after a tenancy agreement has been made to terminate the tenancy on a specified date and the tenancy is terminated on the date specified.

Termination by tenant of fixed term agreement

51. (1) Where a tenancy agreement specifies a date for the termination of the tenancy agreement, the tenant may terminate the tenancy on the date specified in the agreement by giving the landlord a notice of termination not later than 30 days before the termination date.

Termination by landlord

(2) A landlord who has rented a residential complex composed of one rental premises that was the only residence of the landlord in Nunavut may terminate a tenancy agreement by giving a notice of termination to the tenant as stated in subsection (1). S.Nu. 2011,c.6,s.24(5).

Termination by tenant of periodic tenancy agreement

52. (1) Where a tenancy agreement does not specify a date for the termination of the tenancy agreement, 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 stated in the notice of termination;
- (b) in the case of a monthly tenancy that has continued for less than 12 months, at least 30 days before the termination date stated in the notice of termination; or
- (c) in the case of a monthly tenancy that has continued for 12 months or more, at least 60 days before the termination date stated in the notice of termination.

Termination by landlord

(2) A landlord who has rented his or her only residence in Nunavut may terminate a periodic tenancy agreement in accordance with subsection (1). S.Nu. 2011,c.6,s.24(5).

Early termination by tenant

53. (1) Despite any other provision of this Act,

- (a) where a tenant dies or the health and physical condition of the tenant deteriorates and the tenant 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 or her heirs, assigns or legal or personal representative may terminate the tenancy agreement by giving notice, in accordance with section 55.

Medical certificate

(2) The notice referred to in subsection (1) must be accompanied, where applicable, by a medical certificate respecting the health of the tenant or the spouse of the tenant. S.Nu. 2011,c.6,s.24(5).

Notice of early termination by landlord

54. (1) Subject to subsection (2), a landlord may, at any time, give a tenant a notice of termination of at least 10 days, where

- (a) the tenant has repeatedly and unreasonably disturbed the landlord's or other tenants' possession or enjoyment of the residential complex;
- (b) the tenant, or a person permitted in or on the rental premises or residential complex by the tenant, has caused damage to the rental premises or the residential complex and the tenant has failed to comply with an order of the rental officer made under subsection 42(3);
- (c) the tenant has failed to give the landlord who requested a security deposit, the deposit in accordance with this Act;
- (d) the tenant has not complied with an order of a rental officer to rectify a breach of an additional obligation to the tenancy agreement;
- (e) the tenancy agreement has been frustrated;
- (f) the safety 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
- (g) the tenant has repeatedly failed to pay the full amount of the rent or to pay the rent on the dates specified in the tenancy agreement.

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 a tenancy agreement in respect of such rental premises cannot be terminated in the months of December, January or February.

Delay reduced

(3) A landlord may apply to a rental officer for an order to reduce the period of notice to terminate referred to in subsection (1) and a rental officer, where the rental officer considers it necessary, may issue such an order.

Application to terminate

(4) A landlord who has given a notice of termination under subsection (1) shall make an application to a rental officer for an order to terminate the tenancy agreement and a rental officer may issue an order terminating the tenancy on the date specified in the order and ordering the tenant to vacate the premises on that date.

Contents of notice of termination

- 55.** (1) A notice of termination by a tenant or a landlord shall be in writing and must
- (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;
 - (c) state the date on which the tenancy is to terminate; and
 - (d) state the reason for the termination of the tenancy.

Fee

- (2) No landlord shall charge a tenant a fee for giving a notice of termination.

Termination of tenancy where employer landlord

- 56.** (1) Despite any other provision of this Act, where
- (a) a tenant who was provided by his or her employer with rental premises during the employment of the tenant as a benefit of employment has had his or her employment terminated, or
 - (b) 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 the employment of the tenant is lawfully terminated.

When tenant to vacate

(2) The tenant referred to in subsection (1) shall vacate the rental premises or caretakers' unit not later than one week after his or her employment is lawfully terminated.

Rent or compensation

(3) Despite section 67, a landlord shall not charge or receive any rent or compensation from the tenant referred to in subsection (1) in respect of the period of one week referred to in subsection (2). S.Nu. 2011,c.6,s.24(5).

Termination of tenancies of different types

- 57.** Where, on the application of a landlord, a rental officer 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 of subsidized public housing has ceased to meet the requirement for occupancy of the rental premises, or
 - (c) a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them,

the rental officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Termination for use of landlord or where sale of residential complex

- 58.** (1) Where, on the application of a landlord, a rental officer determines that the landlord, in good faith,
- (a) requires possession of a rental premises for the purpose of a residence for the landlord, the spouse, child or parent of the landlord, or a child or parent of the spouse of the landlord, 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 a residence for the purchaser, the spouse, child or parent of the purchaser, or a child or parent of the spouse of the purchaser,

the rental officer may make an order terminating the tenancy

- (c) on the last day of a rent payment period not earlier than 90 days after the date the application is made, or
- (d) at the end of the tenancy agreement,

whichever is earlier, and ordering the tenant to vacate the premises on that date.

Early termination by tenant

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

- (a) giving the landlord not less than five days notice of termination specifying an earlier date of termination of the tenancy; and
- (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.

Overpayment by tenant

(3) Where, on the application of a tenant, a rental officer determines that the tenant has terminated the tenancy under subsection (2), the rental officer may make an order requiring the landlord to pay to the tenant any overpayment of rent paid by the tenant.

Termination for demolition, change of use or major repairs

59. (1) Where, on the application of a landlord, a rental officer determines that the landlord, in good faith,

- (a) requires possession of a rental premises for the purposes of
 - (i) demolition,
 - (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
- (b) the landlord has obtained all necessary permits or other authority that may be required,

the rental officer may make an order terminating the tenancy

- (c) on the last day of a period of the tenancy not earlier than 90 days after the application is made, or
- (d) at the end of the tenancy agreement,

whichever is earlier, and ordering the tenant to vacate the rental premises on that date.

Early termination by tenant

(2) Where a tenant receives a copy of an application under subsection (1), the tenant may at any time before the date specified for termination in the application, terminate the tenancy in accordance with subsection 58(2).

Overpayment by tenant

(3) Where, on the application of a tenant, a rental officer determines that the tenant has terminated the tenancy under subsection (2), the rental officer may make an order requiring the landlord to pay to the tenant any overpayment of rent paid by the tenant.

Tenant's right of first refusal

(4) Where

- (a) a tenant has received a copy of an application for termination for the reason stated in subparagraph (1)(a)(iii), and
- (b) has indicated in writing to the landlord, before vacating the rental premises, that the tenant 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 of the address of the tenant.

Remedy where right of first refusal denied

(5) Where, on the application of a former tenant, a rental officer determines that the landlord has deprived the tenant of the benefit of subsection (4), the rental officer may make an order requiring the landlord to compensate the tenant for the loss of the benefit.

Remedy for improper termination

60. (1) Where, on the application of a former tenant, a rental officer determines that the tenant vacated the rental premises as a result of an application to terminate under section 58 or 59 and that the landlord or, in the case of an application under paragraph 58(1)(b), the purchaser, did not in good faith require the rental premises for the purpose specified in the application to terminate, the rental officer may make an order requiring the landlord or the purchaser

- (a) to pay the reasonable moving expenses of the tenant to his or her new accommodation; or
- (b) to compensate the tenant for any additional reasonable expenses incurred by the tenant, including, for a period of up to 12 months, any increased rent that the tenant was obliged to pay as a result of the improper termination.

Presumption

(2) Unless proven otherwise, it shall be presumed that

- (a) a landlord, in the case of an application to terminate under paragraph 58(1)(a), or

(b) a purchaser, in the case of an application to terminate under subparagraph 58(1)(b) (ii), did not in good faith require the rental premises for the purpose specified in the application to terminate unless the rental premises are used in accordance with the purpose specified in the application within 90 days after the date specified for termination in the application.

Application of government authority

61. (1) Where an order of a territorial, federal or municipal authority who is not a landlord requires a rental premises to be vacated, the territorial, federal or municipal authority may apply to a rental officer for an order to terminate the tenancy.

Order

(2) A rental officer may issue an order terminating a tenancy on a reasonable date and order the tenant to vacate the rental premises on that date, on the application of a territorial, federal or municipal authority made under subsection (1), if the rental officer determines that the rental premises must be vacated in order to comply with an order of the territorial, federal or municipal authority.

Abandonment

62. (1) Where a tenant abandons a rental premises, the tenancy agreement is terminated on the date the rental premises were abandoned but 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.

Compensation for loss of future rent

(2) Where, on the application of a landlord, a rental officer determines that a tenant has abandoned a rental premises, the rental officer 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).

Order of eviction

63. (1) Where, on the application of a landlord, a judge determines that a tenancy has been terminated in accordance with this Act, the judge may make an order

- (a) evicting the tenant on the date specified in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and
- (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.

Powers of Sheriff

(2) The Sheriff, on 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

the deputies and officers of the Sheriff may, after reasonable demand for admission, force open the door of the rental premises. S.Nu. 2011,c.6,s.24(5).

GENERAL

Abandoned Personal Property

Abandoned personal property

64. (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 the tenant 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.

Worthless or unsafe property

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

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

the landlord may dispose of the item.

Inventory

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

Property of little value

(4) Where, after receiving the inventory, a 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 in accordance with this section or section 65, the rental officer may permit the landlord to sell or dispose of the item in the manner and subject to the terms and conditions that the rental officer may set.

Remaining property

(5) Property that has not been disposed of or sold under subsection (2) or (4) must, subject to the direction of a rental officer, be stored in a safe place and manner for a period of not less than 60 days.

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.

Sale of unclaimed property

65. (1) Where no person has taken possession of an item of personal property stored under subsection 64(5) during the 60 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.

Proceeds of sale

(2) Where a landlord sells an item of personal property under subsection (1) or 64(4), the landlord 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 the landlord 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 favour of the landlord by the rental officer or a judge, where the order was made under this Act.

Balance of proceeds of sale

(3) The landlord shall pay the balance of the proceeds of the sale 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.

Report on sale

(4) Where a landlord sells an item of personal property under subsection (1) or 64(4), the landlord shall give to the rental officer a written report in an approved form regarding the sale and the distribution of the proceeds of the sale.

Unclaimed proceeds

(5) Where the rental officer does not receive a claim in respect of the balance within the one-year period referred to in subsection (3), the amount not claimed is forfeited to the Government of Nunavut.

Purchaser in good faith acquires good title

(6) A purchaser in good faith of an item of personal property of a tenant sold in accordance with subsection (1) or 64(4) has good title to the property, free and clear of any other interest.

Substantial compliance protects landlord

(7) A landlord who substantially complies with this section or section 64 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. S.N.W.T. 1998,c.34,Sch.C,s.30(3)(a); S.Nu. 2011,c.6,s.24(5).

Remedies for wrongful sale

66. 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

- (a) requiring the landlord to compensate the owner for the wrongful sale, disposition or dealing; or
- (b) requiring the landlord to give the property to the owner.

Overholding Tenants

Rent due

67. (1) A landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated.

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 so agree.

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 on the person so claiming.

Order for compensation

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

Applications

Application to rental officer

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Filing of application

(2) A landlord or a tenant making an application to a rental officer for an order or a decision under this Act must file the application with the rental officer and serve a copy of the application on the other party within at least 14 days after the filing of the application.

Extension of time

(3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.

Application to judge

69. Despite 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, within the time limit set out in subsection 68(1), to a judge only where the landlord and tenant agree to apply to a judge. S.N.W.T. 1998,c.34,Sch.C,s.30(3)(b); S.Nu. 2011,c.6,s.24(5).

Summary application to judge

70. (1) A landlord or a tenant making an application to a judge for an order under this Act must file the application, within the time limit set out in subsection 68(1) with the Clerk of the Nunavut Court of Justice and serve a copy of the application on the other party at least five days before the day named in the application for the hearing.

Affidavit

(2) An application referred to in subsection (1) must be supported by an affidavit of the applicant setting out the relevant facts.

Extension of time

(3) A judge may extend the time for the making of an application under subsection (1), whether or not the time for making the application has expired, where the judge is of the opinion that it would be unfair not to do so.

Remedy

(4) On hearing the application, a judge may grant the relief requested or dismiss the application in whole or in part. S.N.W.T. 1998,c.34,Sch.C,s.30(3)(c),(4),(5); S.Nu. 2011,c.6,s.24(5).

Service

Service of notices

71. (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 the office of the rental officer.

Service by mail

(2) A notice, process or document sent by registered mail shall be deemed to have been served on the 7th day after the date of mailing.

Where personal service not possible

(3) Where a notice cannot be served personally on 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 who apparently resides with the tenant or landlord.

RENTAL OFFICER

Appointment

Appointment

72. The Minister may appoint a rental officer for Nunavut or a specific area in Nunavut, as specified in the appointment. S.Nu. 2011,c.6,s.24(5).

Duties and Powers

Duty

73. A rental officer shall encourage landlords and tenants to attempt to resolve their dispute themselves.

Powers

74. (1) 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;
- (c) investigate allegations of contraventions of this Act or the regulations;
- (d) issue notices and orders as authorized by this Act;
- (e) enter rental premises at any reasonable time, after giving reasonable notice, for the purpose of discharging his or her duties under this Act or the regulations; and
- (f) hold hearings, give notice of hearings to the parties, and determine matters of procedure at hearings.

Orders

(2) A rental officer shall give reasons for any order or decision that the rental officer issues and serve a copy of the order or decision and the reasons on the landlord and tenant affected.

Public Inquiries Act

(3) A rental officer, for the purpose of a hearing before the rental officer, has the powers of a Board under the *Public Inquiries Act*, with such modifications as the circumstances require.

Procedure

Expediency

75. A rental officer shall adopt the most expeditious method of determining the questions arising in any proceedings and ensure that the rules of natural justice are followed.

Mediation by rental officer

76. (1) Where an application has been made to a rental officer, the rental officer shall inquire into the matter and shall assist the parties to the proceeding in attempting to settle the matter by agreement.

Frivolous or vexatious applications

(2) A rental officer may refuse to accept any application or to continue any proceeding where, in the opinion of the rental officer, the matter is trivial, frivolous, vexatious or has not been initiated in good faith and issue an order to that effect.

Withdrawing application

(3) An applicant may withdraw an application at any time before an order or decision is made.

Decision to hold hearing

77. (1) Where a rental officer has inquired into the matter and is of the opinion that

- (a) it is unlikely that the parties to a proceeding will be able to settle the matter by agreement, or
- (b) the urgency of having the matter resolved requires that a determination be made,

the rental officer shall notify the parties and hold a hearing.

Disqualification

(2) A rental officer is not disqualified from holding a hearing and determining a matter by reason only of the fact that the rental officer

- (a) attempted to assist the parties to the proceeding in settling the matter by agreement; or
- (b) took part in an inquiry or inspection to the dispute.

Hearing issues together

78. (1) Where

- (a) several different applications have been made to a rental officer, and
- (b) the rental officer is of the opinion that it would be appropriate to determine the issues raised by the applications together,

the rental officer may hear and determine the issues in dispute at a common hearing.

Hearing issues separately

(2) Where a rental officer is of the opinion that it would be appropriate to deal with some of the issues raised by an application at separate hearings, the rental officer may direct that some of the issues be dealt with separately and may set additional hearing dates for the determination of those issues.

Examination of materials

79. All parties to a proceeding under this Act may examine all material filed with a rental officer relevant to the proceeding.

Power of rental officer to question parties

80. At a hearing, a rental officer may question the parties who are in attendance at the hearing and any witnesses, with a view to determining the truth concerning the matters in dispute.

Power of rental officer to investigate

81. A rental officer may, before or during a hearing,

- (a) conduct any inquiry or inspection that the rental officer considers necessary; and
- (b) question any person, by telephone or otherwise, concerning the dispute.

Decision

82. In making a decision, a rental officer may consider any relevant information obtained by the rental officer in addition to the evidence given at the hearing, provided that the rental officer first informs the parties of the additional information and gives them an opportunity to explain or refute it.

Making of order

83. (1) After holding a hearing and having regard to all the circumstances, where the rental officer is satisfied that

- (a) an order or decision that has been applied for is justified, the rental officer shall make that order or decision; or
- (b) another order or decision that could have been applied for is justified, the rental officer may make that other order or decision.

Terms and conditions

(2) A rental officer may include in any order or decision the terms and conditions that the rental officer considers proper in all the circumstances.

Deducting compensation from rent

84. (1) Where a rental officer makes an order requiring a landlord to compensate a tenant, the rental officer may make an order that the tenant recover the compensation by deducting a specified sum from his or her rent for a specified number of rent payment periods.

Compensation to landlord

(2) Where a rental officer makes an order requiring a tenant to compensate a landlord, the rental officer may make an order permitting the tenant to pay the compensation by paying a specified sum together with his or her rent for a specified number of rent payment periods.

Lump sum payments

(3) A rental officer may, on the application of the landlord or the tenant, rescind an order made under subsection (1) or (2), and may order that any compensation still owing be paid in a lump sum.

Enforcement of Order

Authority of order

85. An order or a decision of a rental officer is binding on the parties.

Filing of order

86. (1) A landlord or tenant may file an order or a decision of a rental officer with the Clerk of the Nunavut Court of Justice.

Deeming provision

(2) Where a landlord or tenant files an order or a decision under subsection (1), the order or decision shall be deemed to be an order or a decision of the Nunavut Court of Justice.

Enforcement of order

(3) An order or a decision filed under subsection (1) may be enforced in the same manner as a judgment of the Nunavut Court of Justice.

S.N.W.T. 1998,c.34,Sch.C,s.30(6).

Appeal

Appeal to judge

87. (1) A landlord or tenant affected by an order of a rental officer may, within 14 days after being served with a copy of the order, appeal the order by originating notice to a judge.

Notice

- (2) A notice of the appeal and a copy of the notice of appeal shall be served
- (a) where the appellant is a landlord, to the rental officer and the tenant, and
 - (b) where the appellant is a tenant, to the rental officer and the landlord,

not later than seven days before the appeal.

Extension of time

(3) A judge may, before or after the expiration of the time for appeal, extend the time within which the appeal may be made.

Documentation

(4) On receiving a notice of an appeal, the rental officer shall file with the Nunavut Court of Justice all documents in the possession of the rental officer relating to the appeal and a copy of the reasons for the order.

Evidence

(5) A judge hearing an appeal may receive any evidence, oral or written, that is relevant to support or repudiate any allegation contained in the appeal.
S.Nu. 2011,c.6,s.24(5).

Stay of order

88. An appeal under section 87 stays the operation of the order in respect of which the appeal is made.

Decision on appeal

89. After hearing the appeal, a judge may allow the appeal and vary or set aside the order or dismiss the appeal. S.Nu. 2011,c.6,s.24(5).

Further appeal

90. A landlord or a tenant may appeal a decision of a judge made under this Act in the same manner as a decision of the Nunavut Court of Justice. S.Nu. 2011,c.6,s.24(5).

OFFENCES AND PUNISHMENT

Offences and punishment

91. (1) Every person who

- (a) contravenes section 14, 17, 18, 33, 42 or 47,
- (b) knowingly fails to obey an order of a rental officer,
- (c) harasses a tenant for the purpose of forcing the tenant to vacate or abandon a rental premises,
- (d) fails to comply with any reasonable requirement or direction of a rental officer in the exercise of the powers and the performance of duties of the rental officer under this Act,
- (e) obstructs or hinders a rental officer in the exercise of the powers or the performance of the duties of the rental officer, or
- (f) provides false information in any sworn statement to a rental officer under this Act or in any proceedings before a rental officer,

and every director or officer of a corporation who knowingly concurs in the prohibited act is guilty of an offence and liable on summary conviction to a fine not exceeding \$2,000.

Where corporation convicted

(2) Where a corporation is convicted of an offence under subsection (1), the maximum fine that may be imposed on the corporation is \$25,000.

REGULATIONS

Regulations

92. The Commissioner, on the recommendation of the Minister, may make regulations for carrying out the provisions of this Act.

SCHEDULE

(Subsections 9(3),
10(1), 12(1))

RESIDENTIAL TENANCY AGREEMENT

General Information

A landlord and a tenant may consult with a rental officer respecting their rights and obligations under the *Residential Tenancies Act* and this Agreement.

No part of this Agreement may be altered or deleted, but additions may be included under section 12, where both landlord and tenant agree and where the additions do not conflict with the *Residential Tenancies Act*.

Agreement

Parties

1. This Agreement is made in duplicate between
....., the landlord
Name(s)

.....
Address(s) Telephone(s)

- AND -

....., the tenant
Name(s)

.....
Address(s) Telephone(s)

Premises

2. The landlord agrees to rent to the tenant and the tenant agrees to lease from the landlord the following rental premises:

.....
.....

(Include apartment number, street number, postal code or other information to adequately describe the rental premises.)

Duration

3. The landlord and the tenant agree that the tenancy is to begin on
..... and
(a) is to end on

- OR -

- (b) is to run
- (i) from month to month , or
 - (ii) from week to week .

(Complete either (a) or (b). Where a tenancy is for a definite period, include the termination date in (a). Where the tenancy is to have no fixed termination date, check the appropriate box in (b).)

Termination of tenancy

4. (1) Despite that a fixed date for the end of the tenancy is specified under paragraph 3(a), the landlord and the tenant agree that the tenancy is renewed on that date unless a new residential tenancy agreement has been entered into and the renewal is subject to a rent increase made in accordance with subsection 5(4).

- OR -

(2) Where no fixed date is specified, the landlord and the tenant agree that a notice of termination of this tenancy is to be served by the tenant on the landlord as follows:

- (a) if the rental premises are rented from month to month and the tenancy has continued for 12 months or more, at least 60 days before the expiration of any such month to be effective on the last day of the second month: for example, if the rental premises are rented from March 1 on a month to month basis and have been rented for 12 months or more, the notice to terminate if given on March 30 of the following year would state that the tenant will vacate the rental premises on May 31;
 - (b) if the premises are rented from month to month and the tenancy has continued for less than 12 months, at least one month before the expiration of any such month to be effective on the last day of the second month: for example, if the rental premises are rented from the 15th of each month on a month to month basis and have been rented for less than 12 months, the notice would have to be given not later than 30 days before the 14th day of the previous month; or
 - (c) if the premises are rented from week to week, at least seven days before the expiration of any such week to be effective on the last day of that week: for example, if the premises are rented from Wednesday on a week to week basis, the last day of a week would be Tuesday and notice would have to be given not later than Tuesday of the previous week.
- S.Nu. 2011,c.6,s.24(5).

Rent

5. (1) The tenant agrees to pay rent at the following rate or rates:

.....to

(week, month, etc.)

.....
(Name and Address where payments are to be made).

(2) The landlord and tenant agree that the first payment of rent is due on the day of, 19....., and subsequent payments are to be made on the day of each

.....

(week, month, etc.)

Note: Where the tenant has not been given a copy of this Agreement, the tenant may pay any rent owing to a rental officer rather than the landlord. Also under subsections 32(1) and 33(3) of the *Residential Tenancies Act*, a rental officer may require the tenant to pay rent to the rental officer rather than to the landlord.

(3) The landlord and the tenant agree that the rent mentioned above includes payment for the following services and facilities:

.....
.....,

and that provision of the following services and facilities is the responsibility of the tenant

.....
.....

Note: Services and facilities such as heat, furniture, appliances, electricity, water, parking, snow removal, cable television, laundry facilities, etc. should be stated above.

OPTIONAL PROVISION

Note: Where the landlord and tenant have not provided in subsection 5(1) for future increases in rent and the tenancy is for a fixed term, subsection 5(4) may be included in this Agreement by checking this box:

(4) The landlord may increase the rent on the rental premises only once in any 12-month period during the term of the tenancy by giving at least three months notice to the tenant.

Security deposit

6. The landlord and tenant agree that
(a) a security deposit is not required

- OR -

(b) a security deposit is required in the amount of

Note: A security deposit is not to exceed the amount of the rent payable

- (i) in the case of a weekly tenancy, for one week, or
- (ii) in the case of a tenancy other than a weekly tenancy, for one month.

In accordance with section 18 of the *Residential Tenancies Act*, all or a part of the security deposit may be retained by the landlord after the termination of the tenancy to repair damages caused by the tenant or for any arrears of rent.

Where neither (a) nor (b) is checked, a security deposit is not required.

Landlord's obligations

- 7.** (1) The landlord agrees that the landlord
- (a) shall deliver the premises to the tenant in a good state of repair and fit for habitation;
 - (b) shall maintain the premises in a good state of repair and fit for habitation;
 - (c) shall comply with all health, safety, housing and building standards, and any other legal requirements respecting the rental premises; and
 - (d) shall keep all common areas in a clean and safe condition.

Note: Failure of the landlord to perform the landlord's obligations may entitle the tenant to have the obligation performed pursuant to an order of the rental officer at the landlord's expense and may result in the tenancy being terminated.

OPTIONAL PROVISION

(May be used only where a residential complex is composed of one rental premises)

(2) Despite subsection (1), the landlord or tenant agree that the landlord's responsibility under (1)(a) , (1)(b) , (1)(c) and (1)(d) shall be performed by the tenant, with the exception of repairs required as a result of reasonable wear and tear or as a result of damage by fire, water, tempest or other act of God. S.Nu. 2011,c.6,s.24(5).

Tenant's obligations

- 8.** The tenant agrees that the tenant
- (a) shall be responsible for ordinary cleanliness of the rental premises;
 - (b) shall repair within a reasonable time after its occurrence any damage to the premises caused by the wilful or negligent conduct of the tenant or of persons who are permitted on the rental premises by the tenant; and

- (c) shall conduct himself or herself and require other persons on the rental premises with his or her consent to conduct themselves in a manner that will not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Note: Failure of a tenant to perform the tenant's obligations may render the tenant liable to compensate the landlord and may result in the tenancy being terminated.

Condition of premises

9. (1) The landlord and tenant agree that the landlord and the tenant will inspect the premises at the commencement of the tenancy and on surrender of possession at or following the expiration of the tenancy and that the condition of the premises will be noted on the document attached to this Agreement. The attached document shall be signed by the parties performing the inspection.

(2) The landlord and tenant agree that the inspection document may be used as proof of the condition of the premises at the times indicated and in determining the appropriateness of any deductions taken by the landlord from the security deposit in accordance with section 6.

Permitted uses

10. The landlord and the tenant agree that the premises will be used only for residential purposes.

Assignment or subletting

11. Subject to sections 22 and 23 of the *Residential Tenancies Act*, the landlord and the tenant agree that

- (a) the tenant may assign all of the tenant's rights under this Agreement

- OR -

- (b) the tenant may sublet the rental premises for a portion of the term of this Agreement

- OR -

- (c) the tenant may assign any right or rights under this Agreement only if the consent of the landlord is obtained .

Note: Where the tenant assigns all of the tenant's rights under this Agreement, the tenant is no longer liable for the obligations or entitled to the benefit of this Agreement and in such a case the new tenant is liable for the obligations and entitled to the benefits under this Agreement as if a party to the Agreement.

Additions

12. The landlord and the tenant agree to the following additions to this Agreement:

.....
.....

Notes: 1. No addition may alter any right or duty stated in the *Residential Tenancies Act* or in this Agreement.

2. Additions must appear on both copies of this Agreement.

3. If there is not enough space provided here, separate sheets must be attached. Both copies of the attached sheets must be signed by the landlord and the tenant to be valid.

Check if no additional obligations

Notices

13. The landlord and tenant agree that notices shall be given in accordance with section 71 of the *Residential Tenancies Act*, which states as follows:

Service of notices

71. (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 the office of the rental officer.

Service by mail

(2) A notice, process or document sent by registered mail shall be deemed to have been served on the 7th day after the date of mailing.

Where personal service not possible

(3) Where a notice cannot be served personally on 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 who apparently resides with the tenant or landlord.

Binding effect

14. This Agreement is binding on and is for the benefit of the heirs, executors and administrators of the landlord and the tenant.

This Agreement is signed at in Nunavut by the landlord and the tenant on this day of, 19.....

.....
Signature of landlord

.....
Signature of tenant

.....
Witness

.....
Witness

S.Nu. 2011,c.6,s.24(5).