

IN THE MATTER between **HNT**, Applicant, and **CM**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a hearing before **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**CM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 15, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** May 15, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against CM as the Respondent/Tenant was filed by the Rental Office March 1, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by registered mail on the Respondent and deemed served April 12, 2024.

The Applicant claimed the Respondent committed an illegal act in the rental premises by knowingly hiding a person wanted for a fire-arms offence related to an incident in Hay River. The Applicant wants to ensure safe housing for criminals does not take place in public housing. An order was sought for termination and eviction.

A hearing was held on May 15, 2024, in Yellowknife, PS appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The hearing proceeded pursuant to section 80(2) of the *Act*.

#### *Tenancy Agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing October 19, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act (RTA)*.

#### *Illegal Activities*

Subsection 46(1) of the *Act* says:

A tenant shall not commit an illegal act or carry on an illegal trade, business or occupation or permit another person to do so, in the rental premises or in the residential complex.

The Applicant provided a February 14, 2024 email from the RCMP which stated:

“On January 26, 2024, RCMP attended SC\*\*\*\* to locate for a wanted person in relation to firearms offence. He was located leaving the residence. Furthermore, the occupants inside of SC\*\*\*\* were aware that he was there and were willfully hiding the suspect there”.

The Applicant also provided evidence in the form of a digital notes to file from January 29, 2024. The note indicated:

“The Applicant tried to discuss the previous week RCMP incident (January 26, 2024 incident) at the Respondents rental premises over the phone. The Respondent said her kids let the shooter in her unit. The Respondent said that she busy and do not have time to discuss it any further.”

The Applicant also noted this was a onetime incident for the Respondent.

SC\*\*\*\* - is reference to SC, unit \*\*\*\*, which is the common known name to the rental complex.

### *Disturbances*

Although the application did not specifically include a request termination under subsection 43(1) of the Act which says:

“ a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex.”

The January 26, 2026 occurrence of the incident at the rental premises can be construed as a disturbance to other tenants.

### *Termination and Eviction*

In light of incident leading up to the Application to the Rental Officer, the Respondent can be considered as a party to an illegal activity. However, there is no consistent pattern of illegal activity taking place; what led up to the January 26, 2024 incident occurring at the rental premises and if the Respondent was put in a position to which they themselves were fearful of their lives and the others within the rental premises or complex, is unknown. I am satisfied conditional termination of the tenancy agreement and eviction are justified.

A conditional order for termination and eviction will be issued subject to no further illegal activities or disturbances.

### *Orders*

An order will be issued:

- requiring the Respondent to comply with their obligation to not casus disturbances and not breech that obligation again. (p. 43(3)(a), p. 43(3)(b));
- requiring the Respondent to comply with their obligation not to commit an illegal act or carry on an illegal trad, business, or occupation, or permit another person to do so in the rental premises, or residential complex, and the Respondent must not breach that obligation again. (p. 46(2)(a), p. 46(2)(b).
- termination of tenancy:
  - (a) May 31, 2024, unless there are no further disturbances or illegal activities caused by the Respondent or their guests;
  - (b) June 30, 2024, unless there are no further disturbances or illegal activities caused by the Respondent or their guests; and
  - (c) July 31, 2024, unless there are no further disturbances or illegal activities caused by the Respondent or their guests. (p. 43(3)(d), p. 46(2)(c), ss. 83(2))

- evicting the Respondent from the rental premises:
  - (a) June 1, 2024, if the termination of the tenancy becomes effective May 31, 2024;
  - (b) July 1, 2024, if the termination of the tenancy becomes effective June 30, 2024; and
  - (c) August 1, 2024 if the termination of the tenancy becomes effective July 31, 2024. (p. 63(4)(a), ss.(83(2)).

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Jerry Vanhantsaeme  
Rental Officer