

IN THE MATTER between **HNT**, Applicant, and **MA**, 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-

**MA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 27, 2025

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

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

MA, representing the Respondent

**Date of Decision:** March 7, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MA as the Respondent/Tenant was filed by the Rental Office December 13, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on January 8, 2025.

The Applicant alleged the Respondent has caused disturbances. An order was sought for the Respondent not to disturb the Landlord or other tenants quiet enjoyment of the rental premises and rental complex and not to do that again, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 6, 2025, by three-way teleconference. PS appeared representing the Applicant. MA appeared representing the Respondent. At the start of the hearing, the Respondent stated they had received the application package but not read it nor would they understand. The Rental Officer advised the Respondent they had been served the application in advance of the required time line. The Rental Officer adjourned the hearing to a later date to allow the Respondent to seek assistance in understanding the application. The Respondent was provided a list of organizations that could assist the Respondent to understand the application and obtain an advocate. The Respondent was also advised the hearing would proceed should they not attend.

The hearing was reconvened on February 26, 2025, by three-way teleconference. PS appeared representing the Applicant. MA appeared representing the Respondent. At the hearing, I reserved my decision for the Applicant to provide readable documents and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence provided establishing a month-to-month tenancy agreement between the parties running from January 21, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

#### *Previous orders*

Rental Officer Order #10-14895, dated November 9, 2015, terminated the tenancy between the parties on November 30, 2015 and evicted the Respondent from the rental premises on December 1, 2025.

From this point forward the Applicant is known as the Landlord and the Respondent as the Tenant.

*Disturbances and social media*

The Landlord claims the Tenant's behaviour breached the terms of the tenancy agreement and Act by disturbing other tenants' quiet enjoyment of the rental complex and targeted the Landlord and contracted staff with derogatory and racist remarks. The Landlord's representative testified they repeatedly attempted to resolve the issue by letter, notice, and conversations. However, the Tenant continued with the behaviour. They also stated numerous complaints were brought to the building owner by other residents. The Tenant verbally harassed and caused disturbances, causing the other residents to lose their right to quiet enjoyment of the rental complex.

The Landlord's representative stated the Tenant constantly targeted the Landlord and Landlord's staff with belittling and racist remarks on social media, over the phone and in person. The Tenant targeted the harassment based on ethnicity among other things. The Landlord testified not only are the comments harmful but breaches Human Rights and the right to work in a harassment free environment. The Tenant also constantly made false accusations and posted misleading information on social media, damaging the reputation and social life of other tenants. As a result of this, one person vacated the rental complex because of the Tenant's behaviour. The Landlord stated a current neighbour was subjected to harmful remarks on social media which has been brought up at their workplace. The Tenant has refused to change their behaviour and escalated their actions. The Landlord's representative testified when they receive a complaint, they verify the social media platform. The Landlord's representative stated the Tenant is continuing to make comments. The Landlord's representative noted recent social media posts that are directed at them and their ethnicity and have affected their home life.

The Landlord's representative also stated the Tenant has accused the Landlord and building owners staff of damaging the Tenant's rental premises.

To support the Landlord's claim were images of social media posts, associated tenant notes of complaints received, and letter to the Tenant:

- Jan 12, 2024, Associated note - email from building owner of the Tenant harassing building owners maintenance staff while carrying out work and taking pictures of staff vehicles when at work in the rental complex. Also, Tenant was harassing new occupants by screaming at them and accusing of theft from their rental premises;

- June 13, 2024, Associated note - building owner called Landlord advising the Tenant was posting pictures of other residents. Building owner requested to have Landlord contact the Tenant to request them to stop;
- June 14, 2024, Associated note and letter - from Landlord to the Tenant regarding the posting pictures of building occupants and making serious and disturbing comments;
- June 28, 2024, Letter - from Landlord to Tenant concerning behaviour on social media. Landlord informed Tenant they had observed derogatory statements and serious accusations against building owner's staff and other residents on social media. Landlord informed the Tenant they were making allegations of staff entering rental units, without permission, engaging in illegal activities such as drug dealing, theft, lying, and committing acts of sexual violence. Landlord requested the Tenant to stop these actions immediately;
- October 16, 2024, Associated note - from Landlord, when talking to the Tenant regarding rent and arrears, the Tenant made ethnic comments and directed the staff member to go away. Tenant also claimed building owner broke into the rental premises;
- December 9, 2024, Associated note & email - complaint from building owner to Landlord regarding the Tenant taking photos and making lewd comments concerning families and threatening neighbours. Due to Tenant's actions, another resident of the rental complex vacated the building. Also, advised other resident who was moving said postings and slangs have not stopped from being posted on social media and threats continue.

In response to the Landlord's claim, the Tenant advised they were not prejudice. The Tenant also made various complaints. Complaints ranged from maintenance of the rental premises, unauthorized access into their rental premises resulting in theft of personal items and groceries, changing of kitchen appliances, and paint being touched up. The Tenant also stated the Landlord's staff and building owner's staff and others are entering other rental units without authorization. The Tenant also stated they contact the Landlord and the building owner and only when the RCMP were contacted was something being done. The Tenant stated they post issues on social media whenever they see a problem. The Tenant also testified they do not disturb other building occupants. They do observe others enter rental units when the resident is not there.

In response to the Tenant's complaints, the Landlord's representative stated they only attend the rental complex when required as part of their employment. When the Tenant calls to complain, the Landlord investigates the issue and find claims to be unsubstantiated. The Tenant takes photos of building owner's employees and then comments on social media and has made racial slurs. The Tenant also makes specific comments about other building residents and also posts their unit number. This is continually occurring and referred to the Tenant's previous history. The Tenant did not dispute posting unit numbers, putting forward complaints, and issues continue to occur in the rental complex.

The Rental Officer requested readable copies of the social media posts.

The Rental Officer questioned the Tenant about the social media posts and if they had been asked to take them down or if they had bothered people by making the posts. The Tenant stated people disturbed their privacy and they are protected, and no one had asked for the posts to be removed and they would not remove them. The Landlord stated they talked to the Tenant regarding the posts, referencing the June 28, 2024 letter to the Tenant.

The Rental Officer also questioned the racial statement made to the Landlord and acknowledged the comment was made. The Landlord's representative could not verify the exact number of complaints that were received by the building owner. The Landlord's representative stated the building owner's maintenance staff refused to attend the Tenant's rental premises due to photos being taken and posted. The Landlord also confirmed entry into the rental premises is only done with appropriate notice or consent.

I find the Tenant's testimony to lack credibility, which co-insides with the previous Rental Officer Order. While there is no provision within the tenancy agreement or Act that can speak directly to the use of social media, I find the social media posts to be a contributing and disparaging factor, which has the relationship between the Landlord, the building owner, and other tenants rental complex affected. I find the Tenant has repeatedly and unreasonably disturbed the Landlord's and other tenants' quiet enjoyment of the rental premises and rental complex. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

*Orders*

An order will be issued:

- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and must not breach that obligation again (p. 43(3)(a) and 43(3)(b));
- terminate the tenancy agreement between the parties on April 17, 2025 (p. 43(3)(d)); and
- evicting the Tenant from the rental premises on April 18, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer