

IN THE MATTER between **HNT**, Applicant, and **NA**, 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 **Janice Laycock**, Rental Officer, regarding a  
rental premises located within the **community of Behchoko in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**NA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 12, 2025

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

**Appearances at Hearing:** LE and CM, representing the Applicant  
NA, the Respondent

**Date of Decision:** March 12, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against NA as the Respondent/Tenant was filed by the Rental Office February 18, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on February 19, 2025.

The Applicant claimed the Respondent had repeatedly not paid their rent when due and had accrued rental arrears, and they were involved in illegal activities. An order was sought for payment of rent owing, to comply with obligation to not commit illegal activities, as well as termination and eviction.

A hearing was held on March 12, 2025, by three-way teleconference. LE and CM appeared representing the Applicant. The Respondent, NA, also appeared at the hearing.

#### *Previous orders*

Previous Rental Officer Order file #17601, between NTHC and NA, was issued on July 13, 2022, required the Respondent to pay rental arrears in the amount of \$2,549.75, pay rent on time in the future, termination of the tenancy agreement on October 31, 2022, unless the rental arrears are paid in full and rent for August, September, and October paid on time. If the tenancy is terminated the Respondent is evicted from the rental premises on November 1, 2022.

Based on evidence and testimony at the hearing, this order was satisfied and the Respondent's tenancy continued.

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on May 3, 2016 and continuing month to month. Subsidized rent is currently assessed at \$75/per month.

I am satisfied there is a valid tenancy agreement between the parties in accordance with the Act.

### *Rental arrears*

The updated lease balance statement dated March 11, 2025, was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the updated statement, since the last order was made the Respondent has accrued further rental arrears in the amount of \$600. I am satisfied the statement accurately reflects the current status of the Respondent's rent account and find they have rental arrears currently owing in the amount of \$600.

### *Illegal activities*

Under subsection 46(1) of the *Residential Tenancies Act*, (the Act), "a tenant shall not commit an illegal act or carry on an illegal trade, business or occupation, or permit another person to do so, the rental premises or in the residential complex." The Applicant has alleged the Respondent has committed illegal activities in the rental premises and has requested an order to stop this activity, as well as eviction.

The Applicant provided, as evidence, copies of their notices to the Respondent dated December 3, 2024 and January 24, 2025, stating the Applicant had received several complaints regarding illegal activities such as drug trafficking, substance abuse, bootlegging, and damages to the rental unit. They also provided their notes detailing a visit to the rental unit on December 6, 2024, where they found the Respondent seemed to be high, unit was dirty, dirty laundry, unit seemed dirtier than June 2024 when a previous notice about cleanliness was provided. The Applicant did not provide any specific evidence to support their claim of illegal activities.

At the hearing, the Applicant explained they were just starting to enter details on complaints in their system, and could not provide specific evidence. They cited damage to the unit and the fact the Respondent's children were not living with them as evidence of illegal activity.

The Respondent denied selling illegal "stuff" from their rental unit. Damages were caused by an abusive boyfriend, and their children were also removed because of the boyfriend who they were no longer involved with.

At the hearing, I denied the Applicant's request for orders related to illegal activities, due to a lack of any specific evidence to support their claim.

### *Termination of the tenancy agreement and eviction*

The Applicant sought an order terminating the tenancy agreement and eviction for repeated breaches of the Applicant's obligation to pay rent when due. They provided copies of notices to the Applicant about the rental arrears up to May 2024. According to the updated lease balance statement, the Respondent has had ongoing arrears since the last order was issued, and has not paid any rent in five of the last twelve months. I am satisfied that termination of the tenancy agreement and eviction are justified.

At the hearing, the Respondent stated they were interested in entering into a payment plan and could pay \$200 next week on the arrears. The Applicant agreed to entering into a payment plan with the Respondent.

Based on the Respondent's promise to pay their arrears and the agreement of the Applicant, the tenancy agreement will be terminated on June 30, 2025, unless the Respondent pays their rental arrears totalling \$600 in full, and pays rent for April, May, and June 2025, when due. If the tenancy agreement is terminated, the Respondent will be evicted from the rental premises on July 1, 2025.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$600.00 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on June 30, 2025, and the Respondent to vacate the rental premises on that date, unless rental arrears totalling \$600.00 are paid in full, and rent for April, May, and June 2025, are paid when due (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy is terminated then the Respondent will be evicted from the rental premises on July 1, 2025 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer