

IN THE MATTER between **HNT**, Applicant, and **AW**, 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 **self government of Behchoko in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**AW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 22, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>TM, representing the Applicant</b>
	<b>LE, representing the Applicant</b>
	<b>AW, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 23, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against AW as the Respondent/Tenant was filed by the Rental Office March 19, 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 March 21, 2025.

The Applicant alleged the Respondent accumulated arrear and was involved in illegal activities within the rental premises. An order was sought to stop illegal activities, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 22, 2025, by three-way teleconference. TM and LE appeared representing the Applicant. AW appeared representing the Respondent. I reserved my decision for the Applicant to provide requested document and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement starting March 8, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account. The statement indicated the Tenant's rent varied based on income and the calculated rent monthly at the time of the application was \$75.00 and the arrears were \$40.50. The statement also showed the last time the Tenant was in a zero or positive balance on their rent account was February 3, 2025.

During the hearing, the Rental Officer questioned why the Landlord wanted to terminate the tenancy for arrears. The Landlord's representative withdrew the claim for arrears and termination for arrears.

*Illegal activities and disturbances*

The Landlord's representative claimed the Tenant has participated in illegal activities as they had received a number of complaints regarding the Tenant. To support the Landlord's claim, were associated notes and two letters dated August 14, 2024 and March 5, 2025.

The Tenant denied the claim. They stated they have visitors and can be loud and apologize for that. The Tenant denies selling of drugs and does not go out. The Tenant lives in a four unit building, others can use their driveway, and they are being accused of stuff they are not doing. The Landlord may receive calls but does not mean it is true. The Tenant has their child visit.

The Rental Officer questioned the associated notes. Information regarding the two letters included in the application package were recorded. The Landlord's representative stated when they received the complaints on October 22, 2024, they attended the Tenant's rental premises to discuss the complaints. The Tenant stated they did not pay attention or understand what was being said. The Tenant did acknowledge they may have been loud. The Tenant also stated they do not answer the door and people may kick their door.

The Rental Officer also questioned the November 1, 2024 letter about partying with youth, drinking. The Landlord's representative clarified no letter had been sent. The Tenant stated their child may have been the person visiting at that time.

The Rental Officer also questioned and was provided the December 9, 2024 letter. The Landlord also read into the record the letter.

The Rental Officer also questioned how the Landlord confirmed drug dealing from the rental premises. The Landlord's representative testified they receive anonymous calls regarding dealers going to and parking at the rental premises. The Tenant disputed the claim and denied dealing of illicit drugs, bootlegging or gambling from the rental premises, in doing so threatens their housing.

The Rental Officer explained what can be determined as a disturbance to the Tenant and activities of a guest are the responsibility of the Tenant. The Tenant acknowledged when they do not answer the door people get angry and do things like kicking the door.

The Landlord's representative testified there had been no further complaints from the application date. However, when they attended the unit others were in the rental premises and are known dealers. The Tenant stated the guests are being judged.

The Landlord does not have any information regarding charges.

Subsection 46(1) of the *Act* states: “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”. Section 20 of the written tenancy agreement prohibits illegal activities in accordance with subsection 46 of the *Act*.

The *Act* does not require the same burden of as the Courts needing for illegal activities. However, there must still be a balance of probabilities for illegal activities occurring. After reviewing the testimony and evidence provided, I could not be certain illegal activities are taking place in the rental premises.

Section 43 of the *Act* requires tenants to not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex. Although this application did not specifically mention disturbances, it is clear the Tenant has caused disturbances to the Landlord’s or other tenants’ quiet enjoyment of the rental premises.

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

The Landlord requested the tenancy to be terminated for illegal activities. As I am not satisfied there is sufficient evidence to support termination of the tenancy agreement and eviction, the request to terminate the tenancy agreement and eviction are **denied**.

#### *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), p. 43(3)(b)).

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Jerry Vanhantsaeme  
Rental Officer