

IN THE MATTER between **HNT**, Applicant, and **MJP**, 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 Whati in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MJP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KAF, representing the Applicant

Date of Decision: May 16, 2025

REASONS FOR DECISION

An application to a rental officer made by WHA on behalf of HNT as the Applicant/Landlord against MJP as the Respondent/Tenant was filed by the Rental Office April 2, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was personally served on the Respondent on April 4, 2025.

The Applicant alleged the Respondent engaged in or allowed illegal activities to take place within the rental premises. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for May 14, 2025, by three-way teleconference. KAF appeared representing the Applicant. The Respondent did not appear, nor did anybody on their behalf. As the Respondent was served with the application by personal service on April 4, 2025, the hearing proceeded in their absence in pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documents and to better review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term residential tenancy agreement between the parties for subsidized public housing from April 1, 2012 to December 31, 2015, then continued as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental premises

The rental premises is described as a 3-bedroom single detached unit.

Previous orders

Rental Officer Order #10-14792, dated October 1, 2015, required the Respondent to pay \$3,172.00 in rental arrears in monthly installments of \$150.00 due on the last day of every month until the arrears are paid in full, pay future rent on time, comply with their obligation to report household income in accordance with the tenancy agreement and not breach that obligation again.

Illegal activities and disturbances

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 requires a tenant and their guests to refrain from, allow or participate in illegal activities in the rental premises or the residential complex, and if in doing so can cause the tenancy to be terminated. The Landlord’s representative testified the Tenant has been involved in illegal activities from the rental premises.

To support the Landlord’s claim, entered into evidence were associated notes, three letters, two emails from the RCMP, and a news article. Evidence was as follows:

- September 26, 2023, Letter - general letter from Landlord to all Tenants as a reminder to not commit or allow illegal activities in the rental premises;
- August 7, 2024, Letter - from Landlord to the Tenant reminding the Tenant of their obligation not to carry-out illegal activities in the rental premises;
- September 25, 2024, Email - from RCMP to Landlord noting 14 visits to the rental premises regarding disturbing the peace (2), assault (3), drug related (3), child welfare (3), suspicious persons (2) and well-being check (1). It was noted no charges were laid;
- October 7, 2024, Letter - Landlord to the Tenant referring to two reports of illegal activities at the rental premises resulting in visits from the RCMP. The Letter also provided a 10-day notice of termination in accordance with paragraph 54(1)(a) and 54(1)(f);
- October 16, 2024, Note - Landlord noted discussion with the Tenant regarding use of the rental premises for sale of illegal substances by a family member;
- February 3, 2025, Note - Landlord received report of traffic to the rental premises over the past week. RCMP attendance to the rental premises and removed four individuals with one being placed in the RCMP vehicle;
- March 6, 2025, Note - Landlord received multiple calls regarding constant traffic during the afternoon and evening at the rental premises;
- March 12, 2025, News Article - regarding the arrest and charge of a youth for drug and an illegal firearm in the rental premises. Article refers to a suspect being arrested with suspected illicit drugs, money, a fire arm and ammunition. Numerous charges were laid under the Criminal Code of Canada and the Controlled Drug and Substance Act;

- March 12, 2025, Note - Landlord receiving calls regarding constant traffic to the rental premises on March 11, 2025. The note referenced information from the news article;
- March 17, 2025, Email - from RCMP to Landlord indicating 14 visits to the rental premises from December 9, 2024 to March 15, 2025. Which included: suspicious persons (3), theft (1), social services visit assistance (2), drug and fire arm charges (2), breach of condition (1), and mischief (1), well being check (3).
- March 18, 2025, Note - corresponding to March 17, 2025 RCMP email.

The Rental Officer questioned what section 603 meant in the September 26, 2023 and August 7, 2024. The Landlord's representative confirmed this was the Landlord's policy towards illegal activities. The Rental Officer also questioned reference to sections 41(1) in the October 7, 2024 letter by pointing the section used was for rent and not illegal activities. The Landlord's representative acknowledged the error.

In review of the letters, section 19 of the tenancy agreement referring illegal activities was incorrectly quoted. Section 20 of the tenancy was the correct reference.

The Rental Officer questioned and the Landlord confirmed there were other incidents reported after and spoke to the reports. Upon request, the Landlord's representative provided updated notes and email. The update information provided indicated:

- May 13, 2025, Note - received complaint of an unknown person at the rental premises and high traffic; and
- May 15, 2025, Email - from RCMP received a report of someone with a firearm and drugs at the rental premises. Notice of attendance to the rental premises on March 21/23/27/28/29 and April 12/24 for assistance to family services for well being checks and on May 12, 2025. No charges were laid.

The Act does not require the same burden of proof as the Courts for illegal activities. However, there must still be a balance of probabilities for illegal activities occurring and being the responsibility of the Tenant in the rental premises or residential complex. Based on the evidence and testimony, there is a balance of probabilities the Tenant has engaged in or allowed in illegal activities to take place in the premises and in doing so has caused disturbances, interfering with the Landlord's possession and quiet enjoyment of the rental premises.

Termination of the tenancy agreement and eviction

Subsection 54(1)(a) of the Act provides for a landlord to give a tenant at least 10-days written notice to terminate the tenancy agreement where the tenant has repeatedly failed and unreasonably disturbed the landlord's or other tenant's possession or enjoyment of the residential complex; and (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.

Subsection 54(4) of the Act specifies that where a notice is given under subsection 54(1) the landlord must make an application to a rental officer for an order to terminate the tenancy agreement. The termination of the tenancy under section 54 is not enforceable or binding without an order by a rental officer.

As the 10-day notice of termination ended on October 21, 2024, and Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement, I deem the Landlord as having reinstated the tenancy.

In review of the evidence and testimony provided there is balance of probability of illegal activities taking place at the rental premises and in doing has also caused disturbances, interfering with the Landlord's possession and quiet enjoyment of the rental premises.

I am satisfied the request for termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to comply with their obligation to not disturb the Landlord or other tenants' quiet enjoyment of the rental premises, or residential complex, and the Tenant must not breach that obligation again (p. 43(3)(a), p 43(3)(b)).
- requiring the Tenant to comply with their obligation not to 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 residential complex, and the Tenant must not breach that obligation again. (p. 46(2)(a), p. 46(2)(b)).
- terminating the tenancy agreement on May 31, 2025 (p. 46(2)(c)); and
- evicting the tenant from the rental premises on June 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer