

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

NN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 15, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KAF, representing the Applicant

Date of Decision: May 20, 2025

REASONS FOR DECISION

An application to a rental officer made by WHA on behalf of HNT as the Applicant/Landlord against NN 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 caused disturbances and 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 15, 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 provided requested documents and to review the evidence and testimony.

Tenancy agreement

Evidence presented establishes a residential tenancy agreement for subsidized public housing commencing January 25, 2019. The tenancy agreement was unsigned. Subsection 9(1) of the Act states "A tenancy agreement may be oral, written or implied." I am satisfied there is a valid tenancy agreement between the parties in accordance with the Act.

Rental premises

The rental premises is located in a duplex and described as a 1-bedroom unit.

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.

The Landlord's representative testified the Tenant has engaged in or allowed illegal activities to occur at the rental premises, in breach of the tenancy agreement. The Landlord's representative also stated other incidents occurred at the rental since the application had been filed, which included a stabbing.

To support the Landlord's claim, entered into evidence were associated notes, three letters, and 4 email correspondence with RCMP staff. Evidence was as follows:

- February 5, 2024, Letter to the Tenant reminder they are not to carry out illegal or allow illegal activities to occur at the rental premises;
- March 6, 2024, Note - Complaint regarding noise and drinking;
- May 21, 2024, Note - Complaint regarding Tenant being loud, arguing outside of the rental premises. No confirmed illegal activities;
- June 25, 2024, Note and Email - Regarding RCMP attendance the rental premises regarding five drug files and one for an unwanted person and disturbance;
- October 7 & 8, 2024, Letter and Note - RCMP attended rental premises on October 6, 2024 to assist with a person who had been shot. Two known and two unknown people involved. Considered to be illegal activities due to drugs. Landlord sent letter to the Tenant regarding the October 6, 2024 incident and incidents recorded in May and June 2024;
- October 16, 2024, Note - October 7, a termination letter delivered to the Tenant for illegal activities in the rental premises;
- December 17, 2024, Letter and Note - Complaint fo noise and traffic to the rental premises. Termination letter provided to the Tenant;
- December 18, 2024, Note and Email - RCMP reported three incidents at the rental premises on October 5, 2025 (mischief), November 30, 2024 (assault with a weapon) and December 2, 2024 (break and enter);
- January 16, 2025, Note - Complaints of parties and non-stop traffic. Unknown vehicle attending the rental premises;
- February 20, 2025, Note - Complaint of a known person residing at the Tenant's rental premises and dealing drugs. Complaint of "smoke party" where a person collapsed and threats taking place at the rental premises. Threatening person had some form of firearm; and

- March 17 & 18, 2025, Note and Email - RCMP reported 9 incidents at the rental premises regarding the December 2, 2024 break and enter, disturbing the peace (3), impaired driving (1), suspicious persons (2) and drug files (2).

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.

To support the testimony regarding updates, the Landlord's representative provided updates to the incidents at the rental premises:

- May 6, 2025, Email - RCMP reported 5 incidents responded to at the rental premises which included: March 2 and April 15, 2025 for drug trafficking (no charges laid), April 14, 2025 report from probation (no charges laid), May 4, 2025 for aggravated assault charge laid but not on the Tenant and a well-being check.

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. By doing so, have 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 probabilities of illegal activities taking place at the rental premises and in doing so 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 not to disturb the Landlord's or other Tenants quiet enjoyment of the rental premises or residential complex and 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