

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

**SW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 21, 2025

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

**Appearances at Hearing:** TW, representing the Applicant  
LE, representing the Applicant  
SW, representing the Respondent

**Date of Decision:** May 22, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against SW 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 Behchoko, Northwest Territories. The filed application was personally served on the Respondent on April 8, 2025.

The Applicant alleged the Respondent failed to pay rent on time and accumulated arrears and allowed illegal activities to occur in the rental premises. An order was sought for payment of arrears, stop committing illegal activities in the rental premises, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 21, 2025, by three-way teleconference. TW and LE appeared representing the Applicant. SW appeared representing the Respondent. I reserved my decision to review the evidence and testimony.

#### *Tenancy Agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing July 18, 2022, and 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 is known as the Landlord and the Respondent as the Tenant.

#### *Rental arrears*

Subsection 41(1) A tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

To support the Landlord's claim was a lease balance statement, account statements, and associated notes.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the monthly rent charge was based on monthly income and the last time the Tenant was in a zero or positive balance on the rent account was May 1, 2024.

At the time of the application, the monthly rent was set at \$75.00 and there was \$674.00 in accumulated arrears. Based on the rent charge, the arrears equated to just under 9 months of unpaid rent.

Prior to the hearing, the Landlord provided an updated statement. The updated statement showed no payments were made from the application to the hearing date and the arrears had increased to \$749.00, equating to more than 9.75 months of unpaid rent.

The Tenant acknowledged owing the arrears. The Tenant stated they are struggling just getting by with their child tax credit. When asked about rental assistance, they stated they have tried to get assistance but have been turned down. The Tenant also stated they understood their responsibility to pay their rent and arrears.

I am satisfied the lease statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and has accumulated rental arrears in the amount of \$749.00.

#### *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 19 of the written tenancy refers to the tenant or occupants not to participate in or carry out any illegal activities in the rental premises or residential complex. If illegal activities takes place, there will be grounds for termination of the tenancy agreement.

To support the Landlord's claim, entered into evidence were three letters, a hand written anonymous letter, and associated notes. In review of the evidence provided:

- January 10, 2024, Note and anonymous letter received - complaint of disturbances, partying, bootlegging and traffic at the rental premises;
- September 5, 2024, Note and Letter - To the Tenant regarding their dog barking and disturbing the neighbours;
- December 6, 2024, Note - Complaint received about traffic at the rental premises, creating noise waking others. Comments heard regarding purchase of illegal substances;
- December 9, 2025, Note and Letter - To the Tenant regarding the receipt of multiple complaints of illegal activities ranging from drug trafficking and use, and bootlegging occurring at the rental premises;
- December 19, 2024, Note - complaints received about activity around the rental premises, report of a drug dealer residing in the rental premises. Unknown masked people around the rental premises. Person reporting is concerned for their safety;
- March 5, 2025, Note and Letter - To the Tenant regarding receipt of complaint the rental premises is being used for illegal activities which also result in disturbances, and safety concerns.

On May 21, 2025, the Landlord provided updated notes. The note indicated a neighbour had made a complaint of traffic at the rental premises, noise and people banging on the door. The note also indicated unknown people attending the rental premises with masks.

The Tenant denied the Landlord's claim. The Tenant stated after reviewing the evidence provided, the complaints are from a neighbour who was making false claims in regards to partying, bootlegging, and drug dealing. The Tenant stated they do not drink or go out. The complaint about the traffic is false. The only visitors are family.

The Rental Officer questioned the Landlord's representative about the letter from December 9, 2024, which indicated the Landlord would be inspecting the rental premises on December 12, 2024. The Rental Officer wanted to know the reasoning for the inspection. The Landlord's representative stated they had heard of there were unauthorized occupants staying at and dealing drugs from the rental premises, complaints and concerns of children not at the rental premises. The Rental Officer pointed to subsection 26(2) of the Act and described when a Landlord could enter the rental premises and the reasoning provided was not one allowed under the Act. The Landlord's representative acknowledged they did inspect the rental premises after receiving permission to enter. Tenant stated they co-operated with the Landlord's request for inspection even though they were sick.

The Rental Officer also questioned if the Landlord had any other stronger evidence to support the claim regarding illegal activities. The Landlord acknowledged they did not and found it was difficult to obtain police reports.

The Act does not require the same burden of proof the Courts require 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. While the Landlord's notes talk about traffic around the rental premises and unknown people, I find there is insufficient evidence to give a balance of probabilities of illegal activities occurring.

However, based on the information provided, I do find the Tenant disturbed the Landlord and other tenants' quiet enjoyment of the rental premises.

I also find the Landlord disturbed the Tenant's quiet enjoyment of the rental premises by conducting an unauthorized inspection.

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

Based solely on the Tenant's history of not maintaining their rent account, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. However, with the Tenant acknowledging their responsibility for the arrears and to address them, a conditional termination of the tenancy agreement and eviction will be issued.

### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$749.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to comply with their obligation not to disturb the Landlord 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));
- terminating the tenancy agreement between the parties on:
  - (a) June 30, 2025, unless \$200.00 is paid towards the arrears and the monthly rent for June 2025 is paid in full;
  - (b) July 31, 2025, unless \$249.00 is paid towards the arrears and the monthly rent for July 2025 is paid in full; or
  - (c) August 31, 2025, unless \$300.00 is paid towards the arrears and the monthly rent for August 2025 is paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises:
  - (a) July 1, 2025, if the termination of the tenancy agreement becomes effective June 30, 2025;
  - (b) August 1, 2025, if the termination of the tenancy agreement becomes effective July 31, 2025; or
  - (c) September 1, 2025 if the termination of the tenancy agreement becomes effective August 31, 2025. (p. 63(4)(a), ss.(83(2))).

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Jerry Vanhantsaeme  
Rental Officer