

IN THE MATTER between **HNT**, Applicant, and **EB**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**EB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 28, 2025

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

**Appearances at Hearing:** AS, representing the Applicant

**Date of Decision:** May 28, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against EB as the Respondent/Tenant was filed by the Rental Office April 11, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent May 6, 2025.

The Applicant alleged the Respondent allowed illegal activities to take place at the rental premises. An order was sought the Respondent to comply with obligations of the tenancy agreement and not breach that obligation again, not to allow illegal activities to occur at the rental premises, conditional termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 28, 2025, by three-way teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony provided.

#### *Tenancy Agreement*

The Applicant provided evidence of a written tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied there is a valid tenancy agreement between the parties in accordance with the Act.

#### *Previous orders*

Rental Officer Order #18315, dated July 11, 2024, the application was in relation to damages. The claim was denied.

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

#### *Obligations and Illegal activities*

Subsection 45(1) of the Act states: "where in a written tenancy agreement a tenant has undertaken additional obligations the Tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances."

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 allowed illegal activities to occur at the rental premises two times in the past three months. The Landlord's representative spoke to the RCMP recovering stolen property from the rental premises. The Landlord's representative identified the person involved was in a relationship with the Tenant's immediate family member. The Landlord stated the Tenant informed them the identified person was staying at the rental premises.

To support the Landlord's claim are associated notes:

- January 13, 2025, Landlord's representative was contacted by the RCMP and advised they were in the process of recovering stolen property from the Tenant's rental premises. Items stolen by a person involved with an immediate family member and stored at the rental premises; and
- March 31, 2025, Landlord's representative noted RCMP recovered stolen property from the Tenant's rental premises. The item stolen by a person was involved with an immediate family member and stored at the rental premises.

The Landlord's representative also testified, in consultation with the RCMP, it was believed the identified person placed one piece of stolen property at the rental premises without knowledge of complicity of the Tenant. The Landlord's representative stated they spoke to the Tenant regarding the issue of the identified person and family member residing with them. The Tenant advised the Landlord they were not residing at the rental premises and had no intention of placing them on the tenancy agreement. The Landlord's representative stated they believe the Tenant was not complicit in regards to storage stolen property.

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 with the recovery of stolen property at the rental premises, the Tenant while not complicit, allowed illegal activities to take place at the premises.

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

Based on the testimony in regards to the recovery of stolen property, the Tenant is responsible for illegal activities occurring at the rental premises, I am satisfied the request for termination of the tenancy agreement and eviction to be justified. Also noted is the Landlord's belief the Tenant was not complicit to these activities for the most part and as such proposed a conditional termination of the tenancy agreement and eviction order. I am satisfied the Landlord's request for conditional termination of the tenancy agreement and eviction to be in order.

### *Orders*

An order will be issued:

- 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 Respondent must not breach that obligation again. (p. 46(2)(a), p. 46(2)(b)).
- terminating the tenancy agreement between the parties on:
  - (a) June 30, 2025, unless there are no further reports of illegal activities occurring at the rental premises reported to the Landlord;
  - (b) July 31, 2025, unless there are no further reports of illegal activities occurring at the rental premises reported to the Landlord; or
  - (c) August 31, 2025, unless there are no further reports of illegal activities occurring at the rental premises reported to the Landlord (p. 46(2)(c), ss. 83(2));
- evicting the Tenant from the rental premises on:
  - (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