

IN THE MATTER between **HNT**, Applicant, and **MM**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 18, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: June 18, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office May 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. An expedited hearing was requested and granted due to safety concerns at the rental complex. The filed application was served on the Respondent by registered mail and deemed served June 3, 2025.

The Applicant alleged the Respondent allowed illegal activities to occur at the rental premises. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for June 18, 2025, by three-way teleconference. PS appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documentation and review the evidence and testimony.

Tenancy agreement

Evidence presented establishes a month-to-month tenancy for subsidized public housing commencing October 26, 2023. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

Previous orders

Rental Officer Order #17759, dated November 1, 2022, required the Respondent and one other tenant to pay \$1,385.34 in rental arrears, costs for the cleaning of garbage in the amount of \$75.08, terminate the tenancy agreement on November 30, 2022, unless the rental arrears and the rent for November 2022 in the total amount of \$1,750.34 was paid in full, should the tenancy agreement be terminated, evict the Respondent and other tenant from the rental premises on December 1, 2022, and the Respondent shall dispose of household garbage in accordance with the rules of the Landlord.

Rental Officer Order #17395, dated December 3, 2021, required the Respondent and one other tenant to pay \$5,449.31 in rental arrears, the Respondent to pay future rent on time, comply with their obligation to maintain their utility accounts as required in the tenancy agreement and to not breach that obligation again, terminate the tenancy agreement on January 31, 2022, unless the arrears are paid in full and the monthly subsidized rent for January 2022, is paid on time and should the tenancy agreement be terminated, evict the Respondent from the rental premises on February 1, 2025.

Rental Officer Order #15313, dated September 28, 2016, required the Respondent and one other tenant to comply with their obligation not to cause disturbances and not breach that obligation again, terminate the tenancy agreement on October 31, 2016, and vacate on that date unless no further disturbances are reported to the Landlord, and evict the Respondent from the rental premises on November 1, 2016, should the tenancy agreement be terminated.

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

Illegal activities and disturbances

Section 43 of the *Act* states: “a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex.” Section 12 (bullet 4) of the written tenancy agreement refers to the Tenant’s obligation to not disturb the landlord and other tenants possession or enjoyment of the rental premises or residential complex.

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, occupants or guests 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.

The Landlord’s representative testified over the past 2-years they had been receiving complaints of disturbances, high traffic, illegal activities, and violence at the rental premises. The Landlord’s representative testified the Tenant had their two children staying at the rental premises without authorization. One of which was incarcerated and after being released, returned to the rental premises and commenced with illegal activities. The representative stated when talking with the Tenant, the Tenant denied their children staying with them. The Landlord’s representative testified and provided supporting evidence of a police raid at the rental premises where a number of people were arrested. As a result of the police raid, the rental premises had become uninhabitable. The Landlord’s representative also spoke to a news article published regarding the police raid after the application date. Upon request, the second news article was provided:

Supporting evidence included tenant associated notes, internal email, police report, news articles, a termination warning letter, a 10-day termination notice, and photos of the rental premises after the police raid.

In review of the evidence provided:

- May 20, 2024, note - Landlord's representative observed high volume of traffic for short periods attend the rental premises;
- May 22, 2024, note - Landlord received complaint of suspected drug trafficking from the Tenant's rental premises. Also reported was the Tenant's family member harassing visitors at the playground, and windows had been damaged on the upper level which was possibly due to partying;
- May 30, 2024, note - Landlord received complaint of person residing at the rental premises threatening, and verbally abuse, resulting in concern for their personal safety;
- July 25, 2024, note - Landlord received a call of RCMP attending, and drawing firearms while at the rental premises;
- October 23, 2024, RCMP letter - indicating between May 1 and October 22, 2024 the RCMP had been called to the rental premises 19 times for various occurrences including two assaults with a weapon, explosive activities, and assault;
- May 9, 2025, note - Landlord received complaint regarding personal safety, and disturbances due to high volume traffic at the rental premises and that the Tenant's children were trafficking illegal substances. Also, reported was constant fighting at the rental premises;
- May 14, 2025, note and warning letter - Landlord gave warning notice to the Tenant regarding disturbances, illegal activities, and other breaches of the tenancy agreement. Tenant was to cease the disruptive activities;
- May 24, 2025, note, email and news article - where the rental premises had been raided by RCMP, and use of force was taken to enter and arrest a number of people at the rental premises. Also, to support this evidence was video of the RCMP activities at the residential complex.
- May 28, 2025, news article - indicating a search warrant had been initiated due to report of an assault, drugs and weapons within the rental premises. During the raid, a fire arm and drug paraphernalia was seized. Resulting in three people including the Tenant being arrested for a variety of criminal offences; and
- Photo evidence showed the condition of the rental premises, and presence of drug paraphernalia for illegal drugs.

As a result of the RCMP raid, on May 26, 2025, the Landlord issued a 10-day notice of termination for the tenancy to be terminated on June 6, 2025. The notice referenced multiple paragraphs of subsection 54(1) of the Act, ranging from disturbances, damages to the rental premises, frustrated contract and impairment of safety of staff and tenants of the residential complex. The Rental Officer questioned and was advised notice was tacked to the door and later provided by personal service when the Tenant obtained some personal effects from the rental premises.

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. Based on the testimony and evidence, specifically the RCMP raid and charges laid, I find there is a balance of probabilities the Tenant has participated in or allowed illegal activities to occur at the rental premises.

I also find the Tenant breached their obligation not to disturb the Landlord's or other Tenant's quiet enjoyment of the rental premises and rental complex.

Termination of the tenancy agreement and eviction

Subsection 54(4) requires when a landlord gives notice of termination under any paragraph in subsection 54(1), the landlord must make an application to a rental officer for an order to terminate the tenancy agreement.

In consideration of the testimony and evidence provided, I find the Landlord was appropriate in providing the Tenant with a 10-day notice of termination. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- terminating the tenancy agreement between the parties on June 19, 2025 (p. 43(3)(d), p. 46(2)(c), p. 54(1)(a), p. 54(1)(e), p. 54(1)(f)); and
- evicting the Tenant from the rental premises on June 20, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer