

IN THE MATTER between **NRR**, Applicant, and **RB**, 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:

NRR

Applicant/Landlord

-and-

RB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 30, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Jl, representing the Applicant

Date of Decision: July 30, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against Rb as the Respondent/Tenant was filed by the Rental Office June 26, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and registered mail. The email was deemed served on June 30, 2025, and the registered mail was deemed served on July 16, 2025.

The Applicant alleged the Respondent failed to pay rent, resulting in the accumulation of arrears, caused disturbances, and participated in or allowed illegal activities to occur at the rental premises. An order was sought for arrears, comply with their obligation under the tenancy agreement, terminate the tenancy agreement, and eviction.

A hearing was scheduled on July 30, 2025, by three-way teleconference. SM, and JI 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 to review the evidence, and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement starting November 1, 2024, to October 31, 2025. The Tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

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

Rental arrears

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

The Landlord claimed the Tenant failed to pay rent resulting in the accumulation of arrears. To support the claim, entered into evidence were a lease ledger, notices, and a 10-day termination notice.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account starting November 1, 2024. The charges on the ledger reflect the current monthly rent of \$2,450.00. It also indicates the last time the Tenant had a zero or positive balance was December 1, 2024. The ledger also shows late payment penalties for the months rent was not paid or under paid. The arrears balance at the time of the application was \$13,180.00, equated to over 5.35 months of unpaid rent.

Subsection 54(1)(g) of the Act permits a landlord to give a tenant at least 10 days' written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the rent.

On July 29, 2025, the Landlord provided an updated ledger showing no further payments toward rent was received. The statement also included the rent for August 2025. As the hearing is prior to August, any claims for August rent would not be valid. As of July 30, 2025, the arrears balance was \$15,660.00.

I am satisfied the Ledger accurately reflects the current status of the rent account. I find the Tenant repeatedly failed to pay the rent when due and in full and accumulated rental arrears in the amount of \$15,660.00.

Disturbances and illegal activities

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.

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".

The Landlord's representative testified they received notice of the Tenant causing disturbances to other residents within the residential complex. To support the claim were multiple warning notices given to the Tenant. The Landlord's representative also testified they were informed of misconduct occurring at the rental premises.

The Landlord spoke of the Tenant being involved in illegal activities at the rental premises. In review of the evidence provided:

- March 5, 2025, Note - Landlord spoke to Tenant regarding loud music being played during quiet times, and advised of the quiet times;
- March 19, 2025, Notice - provided to the Tenant regarding noise complaint;
- March 27, 2025, Notice - provided to the Tenant regarding noise complaint;
- April 2, 2025, Notice - provided to the Tenant regarding garbage left outside the rental premises;
- April 4, 2024, Note - Notices sent to Tenant and talked with staff regarding disturbances. Landlord reached out to Tenant;

- June 6, 2025, Note/link - to news article regarding a police operation which resulted arrests, and seizure of a pistol at the rental premises. The article also indicated people in the rental premises were held against their will.
- June 13, 2025, Video - condition of the rental premises after the Police operation occurred.

The Rental Officer questioned and the Landlord's representative testified the video showed the state of the rental premises after the RCMP used force to conduct a raid at 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 article identifying people being arrested and the seizure of a gun, I find there is a balance of probabilities the Tenant 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 tenants' quiet enjoyment of the rental premises and rental complex.

Termination of the tenancy agreement and eviction

Subsection 54(1)(g) 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 to pay the full amount of the rent or to pay the rent on the dates specified in the tenancy agreement. 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 February 27, 2025, I found the Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement and therefore deem the Landlord as having reinstated the tenancy.

While the arrears alone are substantiation alone, the Landlord's representative presented evidence that gives the balance of probability of illegal activities occurring at the rental premises and by doing so have caused disturbances, interfering with the Landlord's and other tenants' possession and 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 pay to the Landlord arrears in the amount of \$15,660.00 (p. 41(4)(a));
- requiring the Tenant 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));
- requiring the Tenant not to commit an illegal act or carry on an illegal activity, or permit another person to do so, in the rental premises or residential complex, and not breach that obligation again (p. 46(2)(a), p. 46(2)(b));
- terminating the tenancy agreement between the parties on August 14, 2025 (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c)); and
- evicting the Tenant from the rental premises on August 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer