

IN THE MATTER between **HRMHPL.**, Applicant, and **CD**, 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 **Renee Fougere**, Rental Officer, regarding a
rental premises located within the **town of Hay River in the Northwest Territories**;

BETWEEN:

HRMHPL.

Applicant/Landlord

-and-

CD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 28, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TeR, representing the Applicant

CD, representing the Respondent

Date of Decision: August 1, 2025

REASONS FOR DECISION

An application to a rental officer made by HRMHPL as the Applicant/Landlord against CD as the Respondent/Tenant was filed by the Rental Office June 25, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by email and deemed served on July 15, 2025.

The Applicant claimed the Respondent committed or permitted an illegal act in the rental premises and caused disturbances. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for July 28, 2025, by three-way conference. TR appeared to represent the Applicant. CD appeared as the Respondent. 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 commencing June 1, 2024. The tenancy agreement was 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 will be known as the Landlord and the Respondent as 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 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.” Paragraph 6(l) of the written tenancy agreement refers states: “to not commit or allow anyone else to commit illegal activities in the Lease Premises.”

The Landlord’s representative testified that he believed that the Tenant had permitted another person to commit an illegal activity, namely a false alarm of fire. To support the Landlord’s claim, the following evidence was provided:

- A copy of the tenancy agreement between the parties;
- A Territorial Court Criminal Docket for the date of August 11, 2025, demonstrating that Hunter McLeod Delorme (guest) with an appearance for a plea for a charge under section 437 of the *Criminal Code of Canada*;

- A copy of an email sent on April 16, 2025 from Terry Rowe to Ronald Schaub, Ernest Cremers, and Patrick Cove regarding the incident report of Fire Alarm on April 16, 2025;
- Copies of letters sent to the Tenant pertaining to zero tolerance of illegal activity and regarding eviction notice;
- Letter to Rental Office regarding evidence;
- Rent statement; and
- Photos of the guest the Landlord claims made false fire alarm. Also, included was a photo of the guest being escorted from the residential complex by the RCMP.

The Landlord's representative testified that according to the evidence provided, the Tenant's guest pulled a fire alarm at approximately 2:50 p.m. on April 16, 2025. The Tenant acknowledged she knew the guest, and confirmed she allowed the guest to enter the rental premises on April 16, 2025. She did not dispute the Landlord's claim that it was her guest who pulled the fire alarm.

The Landlord's representative testified that he believed the Tenant had been involved in illegal activity in November 2024. No evidence was submitted to support this claim. I find that the claim of the Tenant being involved in illegal activities in November 2024, to be unsubstantiated due to a lack of evidence.

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 of both the Landlord's representative and the Tenant, I find the Tenant allowed a guest to be involved in illegal activity in the residential complex which resulted with the incident of false alarm of fire.

I also find due to the guests action, 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

Based on the evidence provided by the Landlord, and testimony of both parties, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. Because the Tenant acknowledged their responsibility, and there has not been any other reported incidents since, a conditional termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and must 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 Respondent must not breach that obligation again (p. 46(2)(a) and p. 46(2)(b));
- Terminate the tenancy agreement on:
 - (a) August 31, 2025, unless no further disturbances or illegal activities verified as being caused by the Tenant or persons permitted on the premises by the Tenant are reported to the Landlord;
 - (b) September 30, 2025, unless no further disturbances or illegal activities verified as being caused by the Tenant or persons permitted on the premises by the Tenant are reported to the Landlord; and
 - (c) October 31, 2025, unless no further disturbances or illegal activities verified as being caused by the Tenant or persons permitted on the premises by the Tenant are reported to the Landlord (p. 43(3)(d), p 46(2)(c), ss 83(2).
- Evicting the Tenant from the rental premises on:
 - (a) September 1, 2025, if the termination of the tenancy agreement becomes effective August 31, 2025;
 - (b) October 1, 2025, if the termination of the tenancy agreement becomes effective September 30, 2025;
 - (c) November 1, 2025, if the termination of the tenancy agreement becomes effective October 31, 2025 (p. 63(4)(a), ss 83(2)).

Renee Fougere
Rental Officer