

IN THE MATTER between **HNT**, Applicant, and **PG**, 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 **Janice Laycock**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**PG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 13, 2025

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

**Appearances at Hearing:** PS and KW, representing the Applicant,  
NB, witness for the Applicant

**Date of Decision:** August 13, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against PG as the Respondent/Tenant was filed by the Rental Office July 2, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on July 7, 2025.

The Applicant claimed the Respondent had repeatedly not paid their rent when due and had accrued rental arrears, had repeatedly disturbed other tenants, was involved in illegal activities from their rental unit and the safety of tenants was impaired by the Respondent's actions. An order was sought for payment of rental arrears, as well as termination of the tenancy agreement and eviction.

A hearing was held on August 13, 2025, by three-way teleconference. PS, and KW appeared to represent the Applicant. NB appeared as a witness for the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

According to the written tenancy agreement provided as evidence, the tenancy for subsidized public housing commenced on November 8, 2023, and continues month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

Under subsection 41(1) of the Act, "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the date specified by the tenancy agreement". Under part 7 of the tenancy agreement rent is due the first of the month.

The Applicant provided as evidence an updated lease balance statement dated August 12, 2025. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account. According to this statement, subsidized rent was \$160 per month and as of July 2025, the subsidized rent was \$80 per month.

The Respondent has repeatedly not paid their full rent when due or in some months they have not paid any rent, accruing arrears totalling \$706. They paid no rent in June, July, August, September, November, and December 2024. Also, no rent was paid in February, April, May and so far in August 2025.

Over this time the Respondent has made payments to reduce their arrears but continues to have arrears owing each month. This despite notices about the arrears from the Applicant on May 12, 2025, and June 13, 2025.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account, and find they have breached their obligation to pay rent when due, and currently have rental arrears owing that can be ordered in the amount of \$706.

*Disturbances, illegal activities and impairing safety of other tenants*

Under subsection 43(1) of the Act, "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises of residential complex." Under subsection 43(2) "a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant."

Under subsection 46(1) of the Act, "a tenant shall not commit an illegal act or carry on illegal trade, business or occupation, or permit another person to do so, in the rental premises or in the residential complex".

The Applicant testified, and provided evidence the Respondent has repeatedly disturbed the quiet enjoyment of other tenants at the residential complex for seniors. This evidence includes records of complaints received from tenants, and the testimony at the hearing of a tenant who resides at the complex, and has witnessed the disturbances, and activity of the Respondent and their guests. The complaints allege that the disturbances are related to the Respondent's illegal activity selling drugs, and they are providing alcohol to people who are underage.

According to their notes and testimony at the hearing:

- October 24, 2024 - guests making noise after 11pm, two tenants complained over the week;
- October 29, 2024 - Landlord met with a tenant complainant, who described multiple instances of Respondent admitting intoxicated guests, causing disturbances, including guests knocking on windows, and doors, and young girls getting intoxicated in the unit.
- October 30, 2024 - Landlord's staff reported tenants complaining, and witnessed a young girl intoxicated in the unit;
- March 31, 2025 - complaint from a tenant that people (possibly seeking drugs) are entering Respondent's unit through the window, then guests loiter in the hall and around the property disturbing other tenants;
- April 10, 2025 - Landlord visited residential complex and spoke to other tenants, who complained that there were constant visitors to the unit, especially in the evening, and Respondent's visitors disturb other tenant's peace and sleep.

- May 28, 2025 - Tenant visited landlord's office, distressed by disturbances from Respondent's unit, describing flow of visitors at all hours, suspected illicit activity, guests are knocking on other tenant's doors and windows, shattering their peace, they described the situation as tense and unsettling, affecting their living situation.
- June 4, 2025 - phone call from tenant complaining that the Respondent is dealing drugs from the unit and there are constant visitors to the unit, people knock on other tenants' windows seeking drugs.
- June 7, 2025 - landlord observed activity around the unit, multiple people knocking on the window in the afternoon, Respondent let people in through the window, and there were multiple entry, and exits through the window.
- June 27, 2025 - tenant called complaining about people knocking on the Respondent's window at all hours of the day, people entering the unit through the window, and then hang around in building using tv area meant for tenants, or sleep in the laundry room, guests suspected of stealing chairs from tv room.
- June 29, 2025 - landlord observed someone doing a transaction with Respondent through their window, and then smoking on the lawn.

The Applicant also testified, and provided evidence of repeated attempts to address the disturbances with the Respondent.

- On November 15, 2024, they sent a notice to the Respondent about the disturbances, and then met with them on November 19 to discuss disturbances. The Applicant reported the Respondent admitted their guests are staying late, and getting loud, and young girls are coming to his unit and drinking, sometimes they arrive intoxicated. The Respondent agreed to change his behaviour.
- On April 10, 2025, the Applicant met with the Respondent, who again agreed to change their behaviour, and not breach their obligations again.
- On June 13, 2025, a Final Notice was sent to the Respondent, detailing complaints regarding loud noise, frequent parties, high foot traffic, suspected drug-related activity, and intoxicated behaviour associated with the Respondent's rental unit, as well as people entering and exiting the unit through a window and others knocking on windows at all hours of the day and night.

The witness for the Applicant testified at the hearing about their experience over the last months. They stated that the Respondent does not seem to respect any rules, and when this witness spoke to the Respondent, the Respondent threatened them. They were speaking on behalf of themselves as well as most others at the complex.

They witnessed guests of the Respondent sleeping in the laundry room, as well as the Respondent using facilities, and watching tv late at night disturbing others in the complex. The Respondent has people constantly coming and going from the unit, making noise, fighting, kicking or knocking on other tenants' windows or doors. The Respondent also has tampered with exterior doors so the doors won't lock. The witness said that things were quiet before this.

The Applicant also testified that when they have been at the complex to conduct maintenance they have found the Respondent's intoxicated guests causing disturbances, and as the caretaker is no longer on site, they were called to the complex one evening because of disturbances by the Respondent's intoxicated guests. They have also witnessed people banging on the Respondent's window and young girls entering unit. They reported they have spoken with the Respondent to remind them that this is a senior's home.

At the hearing I asked if there had been any further disturbances by the Respondent since the application was filed. The Applicant testified that there had not been, but that may be because they were out of town. When they contacted the Respondent to make arrangements for them to remove a vehicle illegally parked, they were told that the Respondent might be going away. However, no absence had been reported as required under the tenancy agreement. The witness stated they understood the Respondent was out of town to help their son build a house.

Based on the evidence and testimony I am satisfied the Respondent or their guests have repeatedly disturbed the quiet enjoyment of other tenants at the residential complex. This despite efforts by the Applicant to work with the Respondent, and promises by the Respondent to change their behaviour. I am not convinced by the evidence that the Respondent is participating in illegal activity such as selling drugs, although as I stated at the hearing the constant traffic to and from the unit may suggest this is the case.

I am very concerned the disturbances at all hours of the day and night, threatening behaviour, and tampering with exterior door locks has left other tenants not feeling safe in their rental units and in the shared areas of the complex. This is a senior's facility and some residents may be very vulnerable, they have a right to quiet enjoyment and not feeling threatened or unsafe in their home.

#### *Termination and eviction*

The Applicant has requested the Respondent's tenancy agreement is terminated and they are evicted from the rental premises. Based on the evidence and testimony, I am satisfied that the Respondent has repeatedly breached their obligation to pay rent when due, and have repeatedly disturbed other tenants in breach of the Act, and tenants are feeling unsafe. I find termination of the tenancy agreement and eviction are justified, and will so order. .../6

At the hearing I mentioned that in some situations a conditional termination order giving the Respondent another chance to change their behaviour might be possible, however, in this case the residential complex is a senior's facility, and despite repeated promises to change their behaviour, the Respondent has not done so.

I am not confident that a conditional order would be successful, and I think it is important to act quickly to address concerns about safety at this complex. I am however, willing to give the Respondent the remainder of the month to seek other housing and will order termination of the tenancy agreement on August 31, 2025, and eviction to follow on September 2, 2025.

### *Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears owing in the amount of \$706.00 (p. 41(4)(a));
- terminating the tenancy agreement on August 31, 2025, and requiring the Respondent to vacate the rental premises on that date (p. 41(4)(c) and p. 43(3)(d)); and
- evicting the Respondent from the rental premises on September 2, 2025 (63(4)(a)).

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Janice Laycock  
Rental Officer