

IN THE MATTER between **HNT**, Applicant, and **MS**, 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-

MS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

KW, representing the Applicant

Date of Decision: August 12, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MS 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 served on the Respondent by email and deemed served on July 5, 2025.

The Applicant alleged the Respondent breached multiple obligations of the tenancy agreement, and caused disturbances. An order was sought for the Respondent to comply with their obligations, not to cause disturbances, termination of the tenancy agreement and eviction.

A hearing was scheduled for August 12, 2025, by three-way teleconference. PS and KW appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of Act. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from June 3, 2015 to December 31, 2015, after which continued as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in accordance with the Act.

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

Unauthorized occupants

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

The Landlord claims the Tenant has an unreported occupant residing with them in the rental premises. The Landlord's representative testified they contacted the Tenant regarding adding the occupant to the tenancy agreement. The Landlord's representative also testified the Tenant advised the person was not an occupant, as they had a different address. However, the Landlord stated other residents informed them the occupant has been at the rental premises for a number of years.

The Landlord noted the occupant has requested maintenance work, and attended the Landlord's workplace to pay rent. The Landlord's representative also stated they have attended the residential complex regularly over the past two years, and note the occupant is there continuously. The Landlord's representative also testified when working at the rental premises, the occupant has informed them they reside there.

The Landlord stated, as the occupant has paid rent, they believe he is an unauthorized occupant, and the Tenant is getting the benefit of not having proper rent calculations.

Section 5 of the written tenancy agreement specifies that no unauthorized occupants may reside at the rental premises with the tenant without the prior written consent of the Landlord. All people other than the Tenant who may occupy the premises shall be listed on "Schedule B" of the tenancy agreement.

While the Tenant did not attend the hearing to represent themselves, based on the evidence and testimony, specifically the points where the occupant paid rent, and have informed the Landlord's staff "they live there", I am satisfied the Tenant has an unauthorized occupant residing with them in the rental premises.

Utilities

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

Subsection 46(1) of the Act specifies "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 claims the Tenant failed to maintain their utility account as required by section 8 of the tenancy agreement.

To support the Landlord's claim are photos of an electrical cord running from the residential complex hall to the Tenant's rental premises, associated notes, and a 10-day termination notice email dated July 15, 2025, for the Tenancy to end July 25, 2025.

The reasoning for the termination was based on the Landlord receiving notice the utility account was disconnected. The termination notice cited fire safety devices becoming non-operational, and increased risk of damage to rental premises as the power being taken from the residential complex being used for alternative heating, cooking or lighting. It was also noted the extension cord poses a tripping hazard in the event of an emergency.

The Landlord's representative testified the electrical cord was running from the stairwell to the Tenant's rental premises, and had been disconnected a couple times by the staff. Typically after a couple warnings, they would cut the cord to keep from being used again.

The Rental Officer questioned and the Landlord's representative confirmed the fire alarm system is direct wired, and if the detectors have not been removed would still function. The Representative stated they consider the cord a fire hazard as they are unsure what could be plugged into it, which creates a risk of overloading the circuit breaker. Also, pinching of the cord by the door is dangerous.

Upon request, the Landlord's representative confirmed the power had been reconnected as of August 7, 2025.

I am satisfied the evidence presented and the testimony, the Tenant failed to comply with their obligation to pay utilities under subsection 45(1) of the Act and section 8 of the tenancy agreement. It is also noted by the Tenant plugging into an outlet in the common area of the rental complex without authorization by the landlord, they effectively committed an illegal act of electricity theft, and caused the Landlord to incur an undue expense.

Disturbances

Subsection 43(1) 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 43(2) of the Act states "a disturbance caused by a person permitted by a tenant to enter the residential complex or rental premises of the tenant is deemed to be a disturbance caused by the tenant".

The Landlord's representative testified they received multiple complaints of the Tenant fighting in the residential complex. To support the Landlord's claim was associated notes, and email to the Tenant regarding disturbances. The Landlord's representative testified the disturbances took place on a regular basis and occur in both the rental premises, and common areas of the residential complex. The Landlord's representative also testified because of the disturbances, they are continually going back to the residential complex to verify security footage.

The Landlord's representative also testified when maintenance staff attend the rental premises for requested work or regular maintenance, the unauthorized occupant challenges them, resulting in the maintenance manager being required to attend the rental premises.

I 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(1)(f) states a 10-Day Notice of Termination may be issued by a Landlord when the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or persons permitted in or on the rental premises or residential complex by the Tenant.

Subsection 54(4) requires when a landlord gives notice of termination under any 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 also satisfied the Landlord's request for termination of the tenancy agreement and eviction was justified for the disturbances, and breaches of the section 5 of the tenancy agreement.

Orders

An order will be issued:

- requiring the Tenant to comply with their obligation not to permit unauthorized occupants to reside at the rental premises and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Tenant to comply with their obligation to pay utilities in accordance with section 8 of the tenancy agreement and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- Terminating the tenancy agreement on August 31, 2025 (p. 43(3)(d), p. 45(4)(e), p. 54(1)(f)); and
- evicting the Tenant from the rental premises on September 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer