

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

JF

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

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 JF 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 10, 2025.

The Applicant alleged the Respondent failed to pay rent in full, resulting in the accumulation of arrears, caused disturbances, carried out illegal activities in the rental premises. An order was sought for arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 12, 2025. 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 to review the evidence and testimony.

Tenancy agreement

Evidence presented established tenancy agreement between the parties started October 3, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place 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) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord's representative stated the Tenant breached their obligation to pay rent as required by the tenancy agreement. To support the claim, entered into evidence was a lease balance statement, multiple arrears notices and lease statements.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the Tenant's rent was based on income. The statement shows at the time of the application, the monthly rent charge was \$1,625.00, with the last payment on March 14, 2025. The statement also included tenant damages for a total of \$236.25 and a damage payment of \$529.00. Damages are not considered arrears. The balance on the statement was \$3,053.25.

The Landlord's representative acknowledged they did not have an updated statement available.

The Rental Officer questioned the statements accuracy due to the damage payment but not charges to accurately reflect the payment. The Landlord's representative testified, they were unable to confirm the accuracy of the statement due to inability at the time to access their accounting system.

In discussion with the Landlord's representative, the claim for arrears is **dismissed**, based on my satisfaction of the statement not accurately reflecting the rent account. Not to say arrears are not owing, the claim must accurately reflected of the rent account.

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. Section 12 point 4 of the written tenancy agreement refers to the Tenants' 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 or occupants 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, the Tenant they have been getting reports from the building owner and security company of constant disturbances, and high traffic to the rental premises and residential complex related to the Tenant. As a result of the high traffic, the security company had to remove people from the residential complex. The Landlord spoke to the Tenant being stabbed in the rental premises. The Landlord spoke to former tenants at the residential complex known for illegal activities. The Landlord's representative referred to a March 20, 2025, security report of a camera catching an illicit drug deal taking place, and one of the people later entering the Tenant's rental premises.

The Landlord's representative also noted people are being provided entrance into the residential complex by either the Tenant or their guests. The Landlord advised they had sent notices to the Tenant, without response.

In review of the security reports, there were a number of times where security personnel had to address loitering within the residential complex, some of which got access to the Tenant's rental premises when asked to leave.

The Rental Officer questioned how the people were entering the residential premises. The Landlord's representative stated, access is given by someone already in the building or coming from the rental premises. The Landlord's representative also stated some given access are known for illicit drug trade.

The Rental Officer also questioned, and the Landlord's representative stated the Tenant was stabbed, they did not have a police report, the only information they received was from the security company.

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 March 20, 2025-security report of likely drug transaction taking place in the residential complex by the Tenant's guest. 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

Under subsection 54(1), on May 23, 2025, the Landlord gave the Tenant a 10-day notice of termination, effective June 5, 2025. The notice was provided based on:

- the Tenant repeatedly and unreasonably disturbing the Landlord's and other tenants' possession or enjoyment of the residential complex (p. 54.1(a);
- the Tenant , or a person permitted in or on the rental premises or residential complex by the tenant, has caused damage to the rental premises or the residential complex (p. 54.1(b); and
- the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant permitted in or on the rental premises or residential complex by the tenant (p. 54.1(f)

Subsection 54(4) required a 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 representative presented evidence that give the balance of probabilities of illegal activities occurring at the rental premises, and by doing so, having caused disturbances. I am satisfied the request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Tenant to comply with their obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex (p. 43(3)(a));
- 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 (p. 46(2)(a));
- terminating the tenancy agreement between the parties on August 31, 2025 (p. 43(3)(d), p. 46(2)(c)); and
- evicting the Tenant from the rental premises on September 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer