

IN THE MATTER between **HN**, 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 **hamlet of Fort Resolution in the Northwest Territories**;

BETWEEN:

HN

Applicant/Landlord

-and-

RB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 27, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the Applicant

CNL, RCMP - witness for the Applicant

Date of Decision: August 27, 2025

REASONS FOR DECISION

An application to a rental officer made by Fort Resolution Housing Authority on behalf of HN as the Applicant/Landlord against RB as the Respondent/Tenant was filed by the Rental Office July 23, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail and deemed served on August 9, 2025.

The Applicant alleged the Respondent failed to pay rent, resulting in the accumulation of arrears, and caused disturbances. An order was sought for arrears, pay future rent on time, not to disturb the Landlord or other Tenants' quiet enjoyment of the residential complex, terminate the tenancy agreement, and eviction.

A hearing was scheduled for August 27, 2025, by three-way teleconference. MU appeared to represent the Applicant. RCMP Corporal NL, appeared as a witness for 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 the Act. I reserved my decision to review the evidence and testimony.

Preliminary matters

The RCMP witness for the Applicant attended towards the end of the hearing. RCMP was sworn in for testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from July 18, 2024 to October 31, 2024. 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 place in accordance with the Act.

Previous orders

Rental Officer Order # 10-13959, dated May 21, 2014, requiring the Respondent pay \$3,555.00 in arrears, terminating the tenancy agreement effective February 2, 2014, and requiring the Respondent pay compensation and use to the Applicant in the amount of \$75.00 for May, plus \$50.79 for each day the Respondent remains in the rental premises after May 31, 2014.

Rental Officer Order #10-13959B, dated May 21, 2014, evicting the Respondent from the rental premises on June 2, 2014.

Rental Officer Order #10-14710, dated August 7, 2015, requiring the Respondent pay repair and cleaning costs in the amount of \$1,901.15.

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 claimed the Tenant breached their obligation to pay rent as required by the tenancy agreement.

To support the Landlord's claim, entered into evidence was a lease balance statement, associated notes, multiple arrears notice letters and a termination notice under subsection 51(3).

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 calculated rent was based on income. At the time of the application, the monthly rent charge was \$75.00 and the Tenant accumulated \$1,900.00 in rental arrears.

On August 26, 2025, an updated statement was provided, indicating a rent payment plus an extra \$25.00 was made, reducing the arrears to \$1,875.00

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$1,875.00.

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. Section 12, point 4 of the written tenancy agreement refers to the Tenant's obligation to not disturb other tenants.

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 since the start of the tenancy, the Landlord received

numerous disturbance complaints. Because of the disturbances, residents in the four-plex have requested transfers. Complaints consist of partying, traffic, criminal activity and because of the issues, staff have refused to attend the rental premises. The Landlord's representative stated the neighbouring residents feel unsafe.

The RCMP member testified there is a concern due to the Tenant's personal issues, they have allowed the rental premises as a base location for the trafficking of illicit drugs. These people are involved are known to be connected with organized crime, and had access to prohibited weapons. These people are also related to other residences and pose a threat to the community itself.

To support the Landlord's claim are associated notes and multiple warning letters to the Tenant regarding disturbances.

In review of the evidence provided:

- December 26, 2024, Note - indicated loud music coming from an illicit drug party at the rental premises;
- February 2025, Notes - reports of high volume of traffic at the rental premises with unknown people and possible illicit drug dealing at the rental premises;
- March 2025, Notes - unknown person possibly residing at the rental premises creating problems at the residential complex. Possible harbouring illicit drug dealers;
- May 2025, Notes - report of an illicit drug dealer residing at the rental premises. Landlord advised they will not be sending staff to the rental premises, sighting safety concerns;
- June 24, 2025, Letter - to the Tenant regarding disturbances and traffic at the rental premises, which was disturbing other residents of the residential complex;
- July 2025, Notes - landlord received calls of ongoing disturbances and high volume of traffic. Tenant is also allowing non tenants to utilize residential complex utilities without authorization;
- July 15, 2025, Letter - to the Tenant regarding constant disturbances and high traffic flow and allowing non-residents to do laundry at the rental premises.

On July 26, 2025, the Landlord submitted July 21, 2025, letter from the RCMP indicating between February 9 and July 9, 2025, they attended the rental premises three times for various occurrences. Of these visits, one visit was based on a report of possible drug use and/or trafficking from the residence.

The Rental Officer questioned, and the RCMP member stated an individual who was arrested was not arrested at the rental premises, but was located there previously. The individual gave a pretense of them being a friend and allowed to stay overnight. They also noted the individual and another were arrested later at another location for illegal activities. The Rental Officer pointed out, only activities occurring at the rental premises can be taken into account.

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, 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 Tenants 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 51(3) of the Act allows a landlord of subsidized public housing to terminate a tenancy where a tenancy agreement for subsidized public housing contains a date for termination of the tenancy agreement. The landlord may terminate the tenancy on the date specified in the agreement by giving the tenant a notice of termination not later than 30 days before that date.

In review of the tenancy agreement, the Landlord at the end of the fixed term, the tenancy continued as a month-to-month tenancy, whereas subsection 51(3) refers to a fixed term tenancy. As the Landlord used the wrong reference, the Rental Officer determined the tenancy agreement was not terminated.

While the arrears alone would substantiate termination of the tenancy agreement. I find the Landlord presented evidence giving the balance of probabilities of illegal activities occurring at the rental premises and by doing so created disturbances. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified as well.

Orders

An order will be issued:

- requiring the Tenant pay to the landlord \$1,875.00 in rental arrears (p. 41(4)(a));
- requiring the Tenant comply with their obligation to not 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 comply with their obligation not to commit an illegal act or carry on an illegal trade, business, occupation 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 September 20, 2025 (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c); and
- evicting the Tenant from the rental premises on September 21, 2025 (p. 63(4)(a).

Jerry Vanhantsaeme
Rental Officer