

IN THE MATTER between **HN**, Applicant, and **JS**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HN

Applicant/Landlord

-and-

JS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: Sept 2, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: September 3, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HN as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office June 19, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on July 25, 2025.

The Applicant alleged the Respondent has caused disturbances and not complied with additional obligations of the tenancy agreement by having an unauthorized occupant. An order was sought for the Respondent comply with their obligations, conditional termination of the tenancy agreement and eviction. During the hearing, the Applicant due to the seriousness of an incident, withdrew the request for conditional termination and requested termination of the tenancy agreement and eviction.

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

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing June 12, 2023. 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 Respondents as the Tenants.

Unauthorized occupant

Subsection 45(1) of the Act states, when a written tenancy is in place and a tenant has taken on additional obligations, the tenant shall comply with the obligations and with the rules of the landlord that are reasonable in all circumstances.

The Landlord's representative testified the Tenant breached paragraph 5 of the tenancy agreement by allowing a person to reside in the rental premises without notice or Landlord's authorization.

Schedule B to the written tenancy agreement would list any occupants in addition to the Tenant who are authorized to reside at the rental premises. Schedule B does not include the name of the person who is considered to be an unauthorized occupant.

The Landlord's representative stated, they believe the unauthorized occupant has resided with the Tenant as far back as 2023. The Landlord stated, when talking with the RCMP in the past, the RCMP have referred to the rental premises as the unauthorized occupants location. The Landlord's representative noted the occupant was evicted from another rental premises and would not be allowed to be an occupant or tenant under the tenancy agreement.

To support the Landlord's claim were notes and reminder letters to the Tenant regarding the requirement of having occupants being listed on schedule B, along with the need to have prior written consent of the Landlord.

I am satisfied the Tenant has permitted another person to reside at the rental premises and continues to do so. I find the Tenant failed to comply with their obligation not to permit unauthorized occupants to reside at the rental premises.

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 12 point 4 of the written tenancy agreement refers to the Tenant not disturb the other tenants possession or enjoyment of the rental premises or residential complex.

The Landlord's representative testified there has been reports of heavy traffic and allegations of illicit drug dealing at the rental premises. The Landlord's representative testified they have received a number of noise complaints. The Landlord's representative also testified to receiving photos of physical altercation between the Tenant and another person at the residential complex. The Landlord spoke to evidence provided and stated when talking to the RCMP the morning of the hearing, they were advised of continuing disturbances from the rental premises. The Landlord's representative spoke to a stabbing at the residential complex and the suspects were arrested at the rental premises, but incident was still under investigation.

To support the Landlord's claim, entered into evidence are associated notes and letters to the Tenant. In review of the evidence provided:

- April 26, 2024, Note and letter from the Landlord to the Tenant advising they received complaints of garbage building up outside of the rental premises;
- June 15, 2025, Note and letter from the Landlord to the Tenant advising of multiple complaints received from May and June 2025, of excessive noise, heavy traffic, alleged drug trafficking, fighting, and RCMP attendance to 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

Based on evidence and testimony, I find the Tenant breached their obligation under the tenancy agreement by having unauthorized occupants residing in the rental premises and having caused disturbances. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. However, as the Tenant has not had a long history of disturbances, a condition order for termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant comply with their obligation not to permit unauthorized occupants to reside at the rental premises and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Tenant 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));
- terminate the tenancy agreement between the parties on:
 - (a) October 31, 2025, unless no further disturbances verified as being caused by the Tenant or persons permitted on the premises by the Tenant are reported to the Landlord; or
 - (b) November 30, 2025, unless no further disturbances verified as being caused by the Tenant or persons permitted on the premises by the Tenant are reported to the Landlord; or
 - (c) December 31, 2025, unless no further disturbances 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), ss. 83(2)).
- evicting the Tenant on:
 - (a) November 1, 2025, if the termination of the tenancy agreement becomes effective October 31, 2025; or

(b) December 1, 2025, if the termination of the tenancy agreement becomes effective November 30, 2025; or

(c) January 1, 2026, if the termination of the tenancy agreement becomes effective December 31, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer