

IN THE MATTER between **HN**, Applicant, and **NM**, 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-

NM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 3, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
NM, representing the Respondent
MS, witness for the Respondent

Date of Decision: September 3, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HT as the Applicant/Landlord against NM 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 26, 2025.

The Applicant alleged the Respondent has caused disturbances at the rental premises and residential complex. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for September 3, 2025, by three-way teleconference. AS appeared to represent the Applicant. NM appeared representing the Respondent. MS appeared as witness for the Respondent. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy for subsidized public housing commencing April 1, 2012. 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 #16278, dated December 19, 2018, requiring the Respondent to pay \$280.00 in rental arrears, pay rent on time in the future, pay to the Applicant the cost of repairs in the amount of \$227.27 and prohibiting the Respondent causing further damages. Terminating the tenancy agreement between the parties March 31, 2019, and the Respondent is to vacate the rental premises on or before that date, unless the arrears and costs of repairs in the amount of \$507.27 are paid in full and the monthly rents for January through March are paid on time.

Rental Officer Order #16631, dated September 13, 2019, requiring the Respondent to pay \$400.00 in rental arrears, compensate the Applicant for costs to after-hour call-outs in the amount of \$110.00, terminating the tenancy agreement September 30, 2019, evicting the Respondent from the rental premises on October 1, 2019 and to compensate the Applicant for use and occupation of the rental premises at a rate of \$53.42 for each day the Respondent remains in the rental premises after September 30, 2019, to a maximum of \$1,625.00 per month.

Rental Officer Order #17095, dated January 14, 2021, requiring the Respondent pay rent on

time in the future, terminating the tenancy agreement on July 31, 2021, unless the monthly subsidized rents for February to July are paid on time.

Rental Officer Order #18229, dated May 9, 2024, requiring the Respondent to pay \$369.48 in rental arrears, pay rent on time in the future, terminating the tenancy agreement on July 31, 2024 and the for the Respondent to vacate the rental premises on or before that date, unless the arrears are paid in full and the monthly rents for May through July are paid on time and should the tenancy agreement be terminated, evicting the Respondent from the rental premises on August 1, 2024.

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

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(c) 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.

The Landlord's representative testified the Tenant has caused disturbances at the residential complex. In doing so, they disturbed the Landlord and other tenants quiet enjoyment of their rental premises and the residential complex. The Landlord's representative spoke to the evidence regarding the multiple complaints received. The Landlord noted issued started around the end of April 2025. The Landlord's representative stated, they informed the Tenant, if the disturbances continued an application would be made to a rental officer. The Landlord's representative stated the disturbances steadily increased. The Landlord stated, garbage is strewn about, generators running and power theft occurring. As a result of the continuing issues, the Landlord served the Tenant by registered mail and personal service with a notice of termination under subsection 51(5) of the *Act*, terminating the tenancy on July 31, 2025.

The Landlord's representative also testified when returning from holidays, they received a complaint of a power cord stealing power from an adjacent unit. The Landlord's representative spoke to another person believed to be staying at the rental premises. The Landlord spoke to an email with the RCMP Sergeant, regarding calls to the rental premises. The Landlord's representative read into the record the RCMP calls for August 15, 2025 for noise and suspicious persons; August 16, 2025, possession under the Controlled Drug Substance Act (CDSA); August 22, 2025, failure to comply, suspicious person; August 24, 2025, three well being checks, suspicious person; and on August 28, 2025, assault with a deadly weapon. To support the

Landlord's claim were associated notes of complaints received, letters, and the notice of termination.

In response, the Tenant claimed the Landlord is talking about people who come to the rental premises but were not permitted entrance. The Tenant claimed their partner was sick when the disturbance started and family was providing care. The Tenant also stated when people came to the rental premises, the door was not opened. The witness for the Tenant stated, when RCMP attended the rental premises for a suspicious persons call, the individual was not at the rental premises and the RCMP questioned if the Tenant observed the person around. The witness also stated when the RCMP attended, they were home alone and the door remained locked and not answered. In regards to the assault with a weapon, the incident occurred at an adjacent unit. The witness acknowledged they are in the process of cleaning up garbage at the rental premises, but due to vehicle issues are challenged on taking items to the waste disposal area. The witness also noted because of the vehicle issues, they have people attending the rental premises to provide transportation. The Tenant stated, the complaints were accusations.

The Rental Officer questioned the Tenant and witness stated after receiving notice, they contacted the Landlord about maintaining their tenancy. The Rental Officer also questioned the witness's comment and they confirmed the reside at the rental premises. The Rental Officer questioned and the Landlord's representative confirmed they knew the witness was residing at the rental premises. They spoke to the reasoning for not being identified under schedule B. The witness noted they are working with the Landlord's representative to address the issue.

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 51(5) of the Act allows the landlord of subsidized public housing to terminate a month-to-month tenancy by giving at least 30-days written notice. Notice under subsection 51(5) does not require an application to a Rental Officer for an order to terminate a tenancy, nor does it require a reason to terminate the tenancy. However, subsection 55(3) does require the landlord to give written notice to terminate the tenancy, including the reason for terminating the tenancy. An application to a Rental Officer is required for an eviction order under section 63 of the Act, but subsection 63(5) authorizes a Rental Officer to reinstate a tenancy that was terminated under subsection 51(5) when they determine the request for eviction is unjustified. This would mean the Rental Officer must first determine the reasons for the tenancy to be terminated are justified under subsection 51(5). Based on the Landlord's .../5

representatives testimony, I am satisfied the Landlord's request for eviction to be justified as well.

However, based on the Testimony of the Tenant, a conditional termination of the tenancy agreement and eviction will be more appropriate.

Orders

An order will be issued:

- 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