

IN THE MATTER between **HN**, Applicant, and **RL**, 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:

**HN**

Applicant/Landlord

-and-

**RL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 13, 2025

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

NB, witness for the Applicant

**Date of Decision:** September 11, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HN as the Applicant/Landlord against RL 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 personally served on the Respondent July 7, 2025.

The Applicant alleged the Respondent caused disturbances and impaired the safety of the Landlord and other tenants within the residential complex. An order was sought to terminate the tenancy agreement and eviction.

A hearing was scheduled for August 13, 2025, by three-way Teleconference. PS appeared to represent the Applicant. NB appeared as 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 for the Landlord to provide documentation and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties from January 26, 2016 to July 31, 2016. After which the tenancy continued as a month-to-month tenancy. 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 Respondent as the Tenant.

#### *Transfer of units*

The Landlord's representative testified the Tenant was transferred between residential complexes based on the building owner taking back all units within the building. The transfer was done on March 28, 2025.

Paragraph 3 of the written tenancy agreement states that the Tenant agrees to accept a transfer to other premises when, in the Landlord's opinion, the premises are no longer suitable. The new rental premises was located in a seniors' complex.

I am satisfied the Landlord transferred the Tenant without ending the tenancy.

*Disturbances and impairing the safety of other tenants*

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. Paragraph 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.

The Landlord testified when the Tenant was residing in the previous residential complex, prior to being transferred a fire occurred in the rental premises. The Landlord’s representative also testified in March 2024, a guest of the Tenant was shot at the rental premises. At the time, of the incident, the Landlord had no reason to believe the Tenant was involved in any disturbing activities.

The Landlord stated, after the transfer took place, they started to receive complaints. As a result, the Landlord obtained information regarding the Tenant’s at the previous residential complex. The security report referenced multiple complaints of Tenant disturbances, and involvement in illegal activities dating back to February 21, 2024.

To support the claim was the security company report, associated notes, and letters. Also, included in the evidence was a hand-written letter from an anonymous sender dated March 25, 2025. Information in the letter indicated the Tenant allowed illegal activities to occur in the previous rental premises.

The Landlord’s representative testified, they visited the rental premises to discuss the complaints. There they found an unknown person in the unit without Tenant supervision. The Landlord also stated there were complaints of the Tenant allowing illegal activities to occur in the rental complex. The Tenant also allowed people into the rental premises, and residential complex at all hours. It was also noted the Tenant’s guests were using building common spaces designated for use solely by residents.

The Landlord’s witness testified about their experiences since the start of the tenancy. The Witness stated, when the Tenant moved in, people started to visit from both inside and outside of the residential complex at all hours of the day and night. The Witness stated they informed the Tenant guests are limited to specific hours. The Witness also stated the Tenant’s guests approach resident’s units asking for items. The Tenant had also caused disturbances in the common areas, specifically the TV room after quiet hours. The witness expressed safety concern, as they are afraid to move around the residential complex.

The Rental Officer questioned the Landlord’s guest policy, and noted it was not part of the application. The Landlord’s representative stated the policy is posted in the building, because

the residential complex is a seniors' home, and no guests were permitted after 11:00 p.m. When a caretaker resided in the complex, they enforced the policy. The Rental Officer questioned, and the Landlord confirmed the policy is not part of the house rules.

The Rental Officer questioned, and the witness was unable to confirm that not all people causing disturbances were current guests of the Tenant. However, they stated, the Tenant has allowed people to enter the complex. The Witness stated they have seen people exit the Tenant's rental premises after hours and when observed, go back inside. The Witness also stated when the Tenant plays music it is loud, disturbing them.

In review of the evidence and testimony provided, I note the Tenant resides in a senior's facility, where residents may be considered vulnerable. While the Landlord alluded to complaints of illegal activities. I am not satisfied there are illegal activities occurring in the rental premises or residential complex directly related to the Tenant. I am however, satisfied the Tenant or their guests have repeatedly disturbed other tenants' quiet enjoyment of the residential complex for both the Landlord and other tenants.

#### *Termination of the tenancy agreement and eviction*

Based on evidence and testimony I find the Tenant has shown a history of disturbances at the previous and current residential complex. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. However, I feel a conditional termination of the tenancy agreement and eviction would be better suited.

#### *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 not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement between the parties on:
  - (a) October 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord; or
  - (b) November 30, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord; or
  - (c) December 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord (p. 43(3)(c), ss. 83(2)).

- evicting the Tenant from the rental premises on:
  - (a) November 1, 2025, should the tenancy agreement between the parties be terminated on October 31, 2025; or
  - (b) December 1, 2025, should the tenancy agreement between the parties be terminated on November 30, 2025; or
  - (c) January 1, 2026, should the tenancy agreement between the parties be terminated on December 31, 2025 (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer