

IN THE MATTER between **NRR**, Applicant, and **RE**, 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 Inuvik in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

RE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 28, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JSSM, representing the Applicant
	AS, representing the Applicant
<u>Date of Decision:</u>	October 28, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against RE as the Respondent/Tenant was filed by the Rental Office August 29, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served by email on the Respondent and deemed served on October 13, 2025.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, caused noise and disturbances, and carried out illegal activities from the rental premises. An order was sought for payment of arrears, and for termination of the tenancy agreement and eviction.

A hearing was scheduled for October 28, 2025, by three-way teleconference. JSSM and AS 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 for the Applicant to provide requested documents, and to review the evidence and testimony.

Preliminary matters

The application address and the tenancy agreement address did not match. The Applicant confirmed the correct address is noted on the application. Evidence to support the Applicant's claim also matched the address on the application. The address on the Application is deemed to be the correct address.

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

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from February 1, 2025 to January 1, 2026. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in accordance with the terms set out in the tenancy agreement.

The Landlord's representative testified the Tenant has failed to pay rent and accumulated rental arrears in the amount of \$6,370.40.

To support the Landlord's claim, entered into evidence was a Lease Ledger, multiple notices, Landlord notes, and a 10-day Notice of Termination. The Notice of termination was dated August 6, 2025, and requested the Tenant to vacate the rental premises on August 16, 2025.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenant's rent account starting February 1, 2025. The charges on the Ledger reflect the current monthly rent of \$1,550.00. It also indicates the last time the Tenant had a zero or positive balance was March 12, 2025, and the arrears at the time of the application was \$3,192.40. The arrears equated to over 2 months of unpaid rent.

Subsection 54(1) of the Act permits a landlord to give a tenant at least 10-days' written notice to terminate a tenancy agreement under specific paragraphs. Paragraph 54(1)(g) allows the tenancy agreement to be terminated where a tenant has repeatedly failed to pay the rent.

The Rental Officer requested and the Landlord confirmed no payments were made towards the rent or arrears since the application was made. Upon request, the Landlord provided an updated ledger which indicated the arrears increased to \$6,370.40.

I am satisfied the Ledger accurately reflect the current status of the rent account. I find the Tenant repeatedly failed to pay the rent when due and in full and accumulated rental arrears in the amount of \$6,370.40.

Illegal activities and 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 5 of Schedule "A" to the tenancy agreement refers to the Tenant's obligation to not cause disturbances..

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".

The Landlord's representative testified they had received multiple noise complaints from other tenants. The Landlord also testified they were informed by the RCMP of visits to the rental premises. Two recent RCMP file numbers were provided.

To support the Landlord's claim, were notes, emails and the 10-day Notice of Termination. The Notice of termination was dated August 6, 2025, and requested the Tenant to vacate the rental premises on August 16, 2025.

Subsection 54(1) of the Act permits a landlord to give a tenant at least 10-days' written notice

to terminate a tenancy agreement under specific paragraphs. Paragraph 54(1)(a) allows the tenancy agreement to be terminated where a tenant has repeatedly and unreasonably disturbed the landlord's or other tenant's possession or enjoyment of the residential complex.

The Rental Officer questioned the RCMP file numbers. The Landlord testified they did not have the specifics.

In review of the evidence provided, the Landlord had been contacted by multiple residents of the building complaining the Tenant played loud music, had high volume of traffic to the rental premises, selling of drugs or drug activities at the rental premises at all hours, and fighting. It was also noted the Tenant had added locks to the door of the rental premises, without authorization.

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 have 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.

Landlord expenses

The Landlord requested the Tenant pay for expenses resulting from breaches to the tenancy agreement.

The Rental Officer noted there were no invoices or costs accrued by the Landlord included in the application.

The Landlord's request for payment of expenses is **denied** under this application.

Termination of the tenancy agreement and eviction

Subsection 54(1)(a) of the Act provides for a landlord to give a tenant at least 10-days written notice to terminate the tenancy agreement where the Tenant has repeatedly and unreasonably caused disturbances. Subsection 54(1)(g) of the Act provides for a landlord to give a tenant at least 10-days written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the full amount of the rent or to pay the rent on the dates specified in the tenancy agreement.

Subsection 54(4) of the Act specifies that where a notice is given under subsection 54(1) the

landlord must make an application to a rental officer for an order to terminate the tenancy agreement. The termination of the tenancy under section 54 is not enforceable or binding without an order by a rental officer.

While the Landlord did make an application to the rental officer within a sufficient period of time, the notice had a number of options to provide notice for termination. While the notice did identify arrears, and disturbances, they were not checked off, it was not explicit on the reasoning for terminating the tenancy.

As the notice was not 100% explicit in indicating the reason for the termination of the tenancy, I find the termination to be invalid.

However, in consideration of the Tenant's failure to pay the rent in full and accumulated rental arrears, and the balance of probabilities of illegal activities occurring at the rental premises and the disturbances reported; which interfered with the Landlord and other tenants' possession and enjoyment of the rental premises, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord \$6,370.40 in rental arrears (p. 41(4)(a));
- requiring the Tenant to 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));
- 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, and the Respondent must not breach that obligation again (p. 46(2)(a), p. 46(2)(b));
- terminating the tenancy agreement between the parties on November 30, 2025, (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c)); and
- evicting the Tenant from the rental premises on December 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer