

IN THE MATTER between **HNT**, Applicant, and **KM**, 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 Norman Wells in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

KM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 6, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
Appearances at Hearing:	DH, representing the Applicant
	DE, witness for the Applicant
	Constable RP, witness for the Applicant
Date of Decision:	November 14, 2025

REASONS FOR DECISION

An application to a rental officer made by NWAHA on behalf of HNT as the Applicant/Landlord against KM as the Respondent/Tenant was filed by the Rental Office on October 3, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by email and deemed served on October 6, 2025.

The Applicant alleged the Respondent failed to pay rent, accrued arrears, caused damages to the rental premises, breached obligations of the tenancy agreement and a previous order, disturbances and illegal activities. An order was sought for arrear, costs of repairs, comply with obligations of the tenancy agreement, termination of the tenancy agreement and eviction.

A hearing was scheduled for November 6, 2025, by three-way teleconference. DH and DE appeared to represent the Applicant. Constable RP from the RCMP appeared as witness for the Applicant. The Respondent did not appear, nor did anyone on their behalf. Pursuant to subsection 80 (2) of the Act. I reserved my decision for the Applicant to provide requested information, and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized housing starting June 16, 2021. The tenancy agreement was signed by all parties. I am satisfied there is a valid tenancy in place in accordance with the Act.

Previous orders

Rental Officer Order #18286, dated August 26, 2024, prohibited the Respondent from doing any further damages to the rental premises, and to comply with their obligation to maintain the ordinary cleanliness of the rental premises and not breach that obligation again.

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 claimed the Tenant failed to maintain the rent and was two months in arrears.

To support the claim, entered into evidence was a lease balance statement, statements of account and arrears notices.

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 rent account never had a zero or positive balance, and at the time of the application the monthly rent charge was \$80.00. The statement also contained damages. Damages are not considered arrears. The statement also indicates no payments were recorded towards the damages.

On November 4, 2025, the Landlord provided an updated statement showing rent had not been paid for both October or November for a total of \$160.00.

On November 10, 2025, upon request, the Landlord provided an accounting statement for the rent. The statement indicated the Tenant had a charge of \$8,277.00 on the rent account. This included the unpaid security deposit of \$1,625.00. It also showed \$6,894.00 paid towards the account. After deducting the security deposit charge, I found a credit of \$242.00.

The Landlord's request for payment of rent is **dismissed**.

Cleaning and tenant damages

The Landlord is claiming the costs of cleaning and repairs to the rental premises. To support the Landlord's claim are letters, invoices, work orders, and photos of the rental premises.

The Landlord's representative spoke to the evidence.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their willful negligent conduct of the tenant or persons permitted on the premises by the tenant. Under subsection 42(3)(e) of the Act, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order: (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

Under subsection 45(2) of the Act, a tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in an ordinary state of cleanliness. Under subsection 45(4) of the Act, where, on an application of a landlord, a rental officer determines that a tenant has breached an obligation imposed by this section, the rental officer may make an order: (d) authorizing any action that is to be taken by the landlord to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses directly associated with the action.

When determining costs, I took into account the reason for the charge and the action taken by the Landlord. The following are the amounts claimed and my findings:

- **\$1,269.24 claimed** - Invoice #14846 - cost to replace the stove and range hood. Knobs had been removed and some wiring was disassembled. The work order indicated an unreported stove top fire. The invoice recorded \$372.00 paid towards the charge leaving a balance of **\$897.24**. The remainder owing for the stove and range hood is **\$897.24**. **Supported by evidence and testimony.**
- **\$1,396.50 claimed and approved** - Invoice #15951 - cost of cleaning of the rental premise due to community issued notice for the rental premises to be cleaned-up. Notices were to the Tenant violating the communities Property Standards bylaw for unsightly premises. As the Tenant failed to adhere to the notice, the Landlord was required to complete the cleanup. **Supported by evidence and testimony.**
- **\$42.66 claimed and approved** - Invoice #TD447936 - Removal of replacement stove from the rental premises as the Tenant purchased and replace the stove with their own appliance. **Supported by evidence and testimony.**
- **\$188.48 claimed** - Invoice #TD483923 - Tenant requested paint for patches in the rental premises as the Tenant wanted to do the work to avoid labour costs. The useful life of paint is eight years. The Landlord confirmed the rental premises was painted prior to the tenancy in 2021. As the Tenant has been in the rental premises for 4.25 years from the date of the invoice, the remaining useful life of the paint was 3.75 years. The yearly depreciation cost is \$23.56 ($\$188.48 \div 8 \text{ years}$). The remaining value is $\$23.56 \times 3.75 \text{ years} = \88.35 for the paint. The total approved costs are **\$88.35**. **Supported by evidence and testimony.**
- **\$249.64 claimed and approved** - Invoice #14981 - Landlord's agent was called out due to the Tenant not having water. The Contractor was not able to complete a filling due to the Tenant having objects blocking access to the water fill. The Landlord's agent cleared the area to provide access. **Supported by evidence and testimony.**

\$ 2,674.39	Total approved costs for cleaning and repairs
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I am satisfied the Tenant is responsible for the costs of cleaning and repairs in the amount of \$2,674.39.

Cleanliness

Subsection 45(2) of the Act states, a tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.

The Landlord's representative stated there is an ongoing issue of the Tenant maintaining both the interior and exterior of the rental premises in a state of ordinary cleanliness. The Landlord pointed to Order #18286, which required the Tenant to comply with their obligation to maintain the ordinary cleanliness of the rental premises and not to breach that obligation again. The Landlord's representative pointed to a community order for cleanup of the rental premises. As the Tenant failed to complete the cleanup, the Landlord hired a contractor to clean the exterior area under the Tenant's exclusive use. The Landlord also pointed to new notices received because exclusive use area is in a poor state again and in violation of the bylaw. The Landlord's representative spoke to the current condition of the rental premises, whereas garbage is strewn around the exclusive use area. The Landlord's representative spoke to an email from a utility provider indicating they suspended service because of the condition of the exterior exclusive use area. It was also noted the Landlord was advised of animal waste in the rental premises itself.

The Landlord's witness spoke to the unsanitary condition of the rental premises itself. Due to the condition, there has been mould and mildew growth. They stated, entry into the rental premises would not be advised without protective equipment. They also noted, because of the condition of the rental premises, they estimate repair and clean costs would exceed \$75,000.00.

The RCMP witness also stated the rental premises was not in a healthy and safe state for occupancy. They pointed to both animal and human waste throughout the rental premises.

To support the Landlord's claim are photos of the interior and exterior of the rental premises, an email and letters from the community regarding the unsightly condition and breach of the bylaw.

In review of the evidence and testimony, I find the exclusive use area of the rental premises both inside and out to be poorly maintained by the Tenant. I am satisfied the Tenant has not maintained the rental premises.

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. Paragraph 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.

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 20 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 take place, there will be grounds for termination of the tenancy agreement.

The RCMP witness testified they attended the Tenant’s rental premises often for various reasons, ranging from mischief, assaults, illegal drugs and calls for keeping the peace. The RCMP noted files relating to the possession of stolen property, which ranged from TVs to ATVs being recovered at the rental premises. The RCMP also stated they attended for animal issues, where the Tenant’s dog was aggressive. The RCMP spoke to the Tenant receiving an order not to have an animal, which they breached. It was also noted the Tenant had been charged for unsafe possession and storage of firearms. The RCMP stated the rental premises is known as a high traffic area for drugs and illegal activities.

To support the claim was two letters from the RCMP to the Landlord regarding calls to the rental premises. The May 3, 2025, indicated between October 2024 and March 2025 the RCMP attended the rental premises 6 times for public safety concerns, one of which was a report of assault. And a Letter dated July 21, 2025, indicated the RCMP attended the rental premises 8 times for various disturbance and nuisance calls.

The Landlord’s representative testified the rental premises is part of a duplex and due to the issues of complaints, the occupants of the adjacent unit were moved and remains vacant. A witness stated when offering up the adjacent unit to prospective tenants, they decline occupancy when they find out who the neighbour is. The witness also testified the Tenant’s dog had attacked a neighbouring pet. The witness stated the Tenant’s guests would often bother neighbouring occupants, and there is a tent in the yard being used by unauthorized occupants. The Landlord’s witness stated the maintenance staff do not attend the rental premises without RCMP in attendance.

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, specifically the RCMP evidence and testimony, 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 Tenant breached their obligation not to disturb the Landlord’s or other Tenant’s quiet enjoyment of the rental premises and rental complex.

In review of The Landlord's evidence and testimony presented, the Tenant breach multiple obligations under the Act in regards to causing damages and cleanliness. Those alone are grounds for the Landlord to request for termination of the tenancy agreement and eviction. Also based on the evidence and testimony, there is a balance of probability of illegal activities occurring at the rental premises and by doing so caused disturbances, interfering with the Landlord's and other Tenants' possession and enjoyment of the rental premises.

I am satisfied the request for termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord the costs of repairs and cleaning in the amount of \$2,674.39 (p. 42(3)(e), p. 45(4)(d));
- requiring the Tenant comply with their obligation to maintain the rental premises in an ordinary state of cleanliness and not 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));
- requiring the Tenant 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 December 15, 2025, p. 42(3)(f), p. 43(3)(d), p. 45(4)(e), and p. 46(2)(e)); and
- evicting the Tenant from the rental premises on December 16, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer