

IN THE MATTER between **HNT**, Applicant, and **JK**, 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:

HNT

Applicant/Landlord

-and-

JK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 17, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

JK, representing the Respondent

Date of Decision: December 17, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against JK as the Respondent/Tenant was filed by the Rental Office on November 13, 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 on November 17, 2025.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, not complied with additional obligations, caused disturbances, involved in illegal activities and seriously impaired the safety of the landlord, and other tenants of the residential complex. An order was sought of arrears, termination of the tenancy agreement and eviction.

A hearing was originally scheduled for January 6, 2025. Due to a police action at the rental premises, the Applicant raised concerns for safety of other tenants, staff and the landlord. Because of the concerns, the Applicant requested and was granted an expedited hearing. The Rental Office served the notice of attendance for the rescheduled hearing by email and deemed served on December 6, 2025. The expedited hearing proceeded on December 17, 2025, by three-way teleconference. PS appeared to represent the Applicant. JK appeared to represent the Respondent. An "Oral Decision" was issued at the end of the hearing.

Tenancy agreement

Evidence presented established tenancy agreement between the parties for subsidized public housing commencing on November 29, 2021. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy 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.

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's representative indicated the Tenant breached their obligation to pay rent as required by the tenancy agreement. To support the claim, entered into evidence was a lease balance statement and a statement of account.

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. .../3

The statement indicated the Tenant's rent was based on income. The statement shows at the time of the application, the monthly rent charge was \$610.00, and the last time the Tenant had a zero balance on the rent account was April 11, 2025. The arrears at the time of the application were \$2,210.00, which equated to more than 3.5 months.

On December 15, 2025, an updated statement was provided. The updated statement showed a November 17, 2025 payment of \$1,600.00 was made towards the rent account, putting the balance owed as of November 30, 2025, at \$610.00. The statement also showed the Tenant incurred a December rent charge of \$610.00 and the rent account balance was \$1,220.00.

The Tenant did not dispute the claim for arrears. The Tenant stated they would get a payment plan in place.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account. I find the Tenant has outstanding arrears for November 2025, in the amount of \$610.00.

Other obligations

Subsection 12(1) of the Act states, a landlord and tenant may include in a written tenancy agreement additional rights and obligations that are not inconsistent with this Act and the regulations.

Subsection 45(1) of the Act states, where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

The tenancy agreement between the parties indicated the Tenant was not authorized to have pets. Entered into evidence were a February 26, 2025, email and a March 13, 2025, letter from the Landlord to the Tenant regarding unauthorized pets and unauthorized occupants.

The Tenant testified the pet was no longer there and they only had a friend staying with them.

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.

Section 12 of the written tenancy agreement contains a provision which refers to a Tenant's obligation not to 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 agreements 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 takes place, there will be grounds for termination of the tenancy agreement.

The Landlord's representative spoke to security reports of high traffic to the rental premises; the tenant allowing vagrants' entry into the residential complex, causing disturbances and being involved in illegal activities. The Landlord's representative also spoke to a November 30, 2025, incident where the RCMP executed a search warrant on the rental premises. The police action resulting in a person being arrested and charged for illicit drugs and possession of a firearm. The Representative also spoke about when the Police returned the rental premises to the Landlord, there was a notice of chemical contamination posted on the door. The Landlord's representative noted they found the air quality compromised due to the chemical contaminate and damage to the door and windows. This resulted in the Landlord deeming the unit unsafe and unsuitable for living, so they secured the rental premises. It was also noted that the Landlord's maintenance staff found the rental premises had been broken into after being secured, and new damages being done.

To support the claim, entered into evidence were associated notes, security reports regarding disturbances and illegal activities, photos of the RCMP conducting a search under a warrant, news article regarding an arrest at the rental premises for illegal drugs and possession of a loaded restricted fire arm, and a seizure of a large amount of money, and two 10-day notices of termination. The first notice was issued on October 29, 2025, with a termination date of November 10, 2025, and the second notice was issued on December 2, 2025, with a termination date of December 12, 2025.

The Rental Officer questioned and the Tenant acknowledged the police action resulted in the arrest of a person at the rental premises for illicit drugs and for a loaded fire arm.

The Rental Officer explained and the Tenant acknowledged that they are responsible for guests' action when at the rental premises or residential complex.

The Tenant also stated they did not see the additional evidence served on them. The Rental Officer pointed out service of documents or notice in accordance with the Act, and when served by email, notice is deemed served after three days. The Tenant also noted items were missing from the rental premises.

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 has participated in or allowed illegal activities to take place at the rental premises.

I also find the Tenant breached their obligation not to disturb the Landlord's or other Tenants' quiet enjoyment of the rental premises and rental complex.

Frustrated contract

Subsection 7(1) of the Act states, the *Frustrated Contracts Act* applies to a tenancy agreement.

The Landlord claimed the tenancy between the parties was frustrated due to the unsafe condition of the rental premises. The Landlord stated and provided evidence that during the police action a chemical agent was used, which contaminated and made the rental premises unsafe for habitation. As a result of the determination, on December 2, 2025, the Landlord issued a 10-day notice for termination of the tenancy agreement as of December 12, 2025. The notice was issued in accordance with paragraph 54(1)(e) of the Act.

In reviewing the evidence and testimony, I am satisfied the tenancy between the parties was frustrated because the rental premises was no longer habitable. As the tenancy is frustrated as of December 12, 2025, the Tenant is only responsible for arrears up to December 12, 2025. To determine the rent owing, a daily rate for December will be applied as follows $\$610.00 / 31 \text{ days} = \19.677 per day . $\$19.677 \times 12 \text{ days} = \236.13 owing for December rent. This amount will be added to the \$610.00 owing in rental arrears.

10-days notice of termination

Subsection 54(1) of the Act allows a landlord to give a tenant at least 10-days written notice to terminate a tenancy agreement, when:

- (a) the tenant has repeatedly and unreasonably disturbed the landlord's or other tenant's possession or enjoyment of the residential complex;
- (b) the tenant, or a person permitted in or on the residential complex by the tenant, has caused damages to the residential premises or the residential complex and the tenant has failed to comply with an order of a rental officer made under paragraphs 42(3)(a) to (e);
- (d) the tenant has not complied with an order of a rental officer to rectify a breach of an additional obligation to the tenancy agreement;
- (e) the tenancy agreement has been frustrated;
- (f) the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant; or

- (g) 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.

On October 29, 2025, the Landlord issued a 10-days notice to terminate the tenancy agreement between the parties on November 10, 2025. On the notice, the Landlord referred to paragraphs 54(1)(a) for disturbances and 54(1)(f) for safety of the landlord and other tenants within the residential complex.

On December 2, 2025, the Landlord issued a second 10-day notice to terminate the tenancy agreement between the parties on December 12, 2025. On the notice, the Landlord referred to paragraphs 54(1)(a) for disturbances, paragraph 54(1)(b) tenant causing or permitting a person to cause damages, paragraph 54(1)(e) frustrated the contract, and paragraph 54(1)(f) for safety of the landlord or other tenants within the residential complex.

Tenant response

The Tenant stated they have been in and out of the hospital for medical reasons. They also did not have their phone or access to their email. When they got their phone back they found an email regarding the hearing and termination of the tenancy, and responded back to the Landlord. The Tenant stated they were evicted. The Rental Officer explained termination of the tenancy agreement and eviction. The Tenant also visited the Landlord's representative's office, and said the representative spoke to them about involvement in illegal activities. The Tenant claimed the Landlord's representative was bullish. The Tenant raised concerns of them becoming homeless, and they were seeking treatment.

Termination of the tenancy agreement and eviction

The accumulation of arrears in itself are grounds for the termination of a tenancy agreement and eviction.

Subsection 54(4) of the Act specifies that when a 10-days notice of termination 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.

The 10-day notices of termination ended on November 10, 2025 and December 12, 2025, and the Landlord filed the application requesting termination of the tenancy agreement on November 5, 2025, I found the application to a Rental Officer was filed within a sufficient period of time to solidify the termination of the tenancy agreement. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$ 846.13 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on December 12, 2025 (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c), p. 54(1)(a), p. 54(1)(e), p. 54(1)(f)); and
- evicting the Tenant from the rental premises on December 13, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer