

IN THE MATTER between **HNT**, Applicant, and **JC**, 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-

**JC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 27, 2026

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

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

KW, representing the Applicant on November 21 and December 9, 2025

JC, representing the Respondent only appeared on November 21 and December 9, 2025

TC, support for the Respondent appeared on November 21 and December 9, 2025

AS and TK, appeared as witnesses for the Respondent on November 21, 2025

**Date of Decision:** January 29, 2026

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### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office on October 6, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and personal service. Email was deemed served on October 9, 2025 and personal service on October 30, 2025. On November 21, 2025, the Applicant filed an addendum to the application to add the Respondent's current address as part of the application. The filed addendum was served on the Respondent by email and deemed served on November 24, 2025.

The Applicant alleged the Respondent had not paid rent on time, accumulated arrears, caused damages to the rental premises, caused disturbances, impaired the safety of the landlord and other tenants in the residential complex, and not complied with a previous order. An order was sought for arrears, cost of repairs, termination of the tenancy agreement and eviction.

A hearing was scheduled for November 12, 2025. Upon request of the Respondent, the hearing was rescheduled. The rescheduled hearing took place on November 21, 2025, by three-way teleconference. PS and KW appeared to represent the Applicant. JC appeared to represent the Respondent. To support the Respondent was TC, and witnesses for the Respondent were TK and AS. Prior to commencing the hearing, the Respondent advised they submitted evidence on November 18, 2025. The Applicant and the Rental Officer confirmed the additional evidence was not received. In the interest of justice the Rental Officer adjourned the hearing to allow the Respondent to resubmit their evidence no later than 24 hours prior to the rescheduled hearing date. Should the evidence not be provided, the hearing would proceed.

The rescheduled hearing took place on December 9, 2025, by three-way teleconference. PS and KW appeared to represent the Applicant. JC appeared to represent the Respondent. TC appeared to support the Respondent. The hearing was adjourned to allow the Tenant to gather evidence, as they had lost access to the rental premises.

Both parties were served notice of the rescheduled hearing on December 10, 2025 and deemed served on December 13, 2025, in accordance with subsection 4(4) of the *Residential Tenancies Regulations*. The rescheduled hearing took place January 27, 2026, by three-way teleconference. PS appeared to represent the Applicant. The Respondent did not appear. Due to the seriousness of the Applicant's claim, the Rental Officer

allowed an extra 15 minutes for the Respondent to appear. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice of this hearing, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in the Respondent's absence.

*Preliminary matters*

On December 9, 2025, the Respondent raised the issue of not having access to the rental premises to gather additional evidence. The Landlord stated access was limited due to a police action and the rental premises was uninhabitable. The Rental Officer directed the Applicant to provide access to the Respondent of the rental premises to gather their evidence as a landlord cannot distraint or withhold personal property. The Respondent did not provide additional evidence prior to the hearing on January 27, 2026.

*Tenancy agreements*

Evidence presented established that there were two tenancy agreements for subsidized public housing in relation to the application. The tenancy agreements indicated a tenancy between the parties commenced May 13, 2015, at one location, and was then transferred to a different rental premises in accordance with paragraph 3 of the tenancy agreement which states, "*the Tenant agrees to accept a transfer to other premises when, in the Landlord's opinion, the Premises are no longer suitable*".

The tenancy agreements were signed by both parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous orders*

Rental Officer Order #16732, dated August 10, 2020, required the Respondent to pay rent on time in the future.

Rental Officer Order #18434, dated January 20, 2025, required the Respondent to pay \$547.00 in arrears and to comply with their obligation under the written tenancy agreement by removing their son's dog from the rental premises by January 24, 2025.

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 with the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. To support the claim was a lease balance statement.

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 June 2, 2021, was the last zero or positive balance on the rent account. At the time of the application the monthly rent was \$80.00 and the balance owed was \$4,685.53. The statement also included two non-rent related charges in the amount of \$4,580.53 (\$65.63 for a lock change and \$4,514.90 for damages). After removing the charges from the balance on the statement, I found the Tenant had accumulated \$105.00 in rental arrears.

The Landlord provided updated statements on October 30, 2025, November 20, 2025 and January 21, 2026

The January 21, 2026, statement indicated rent payments were made on November 27, 2025, and December 24, 2025. However, the balance owing remained unchanged.

The Rental Officer questioned and the Landlord's representative confirmed the Tenant's rent is paid by a third party.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant failed to pay rent in full when due and accumulated rental arrears in the amount of \$105.00.

*Tenant damages and cleaning costs*

The Landlord claimed costs associated for damages and cleaning at the end of the tenancy. Entered into evidence was the check-in/out unit condition report, damage claim costs, photographs and letters to the Tenant.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant. Under subsection 42(3) 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.

Entered into evidence was a March 12, 2025, letter from the Landlord to the Tenant advising they would be transitioning tenants from the residential complex as units within the building were no longer going to be part of the Landlord's inventory. Because of the transitioning, the Landlord would cover and coordinate the move. The letter also noted the residential complex would be undergoing renovations.

The Landlord's representative spoke to the March 12, 2025 letter. The Landlord pointed to a fire at the residential complex and initially the Tenant was not allowed access the rental premises due to the fire. Subsequently arrangements were made for the Tenant to retrieve personal property. The Landlord's representative stated damages related to the fire, and wear and tear were not charged to the Tenant.

In response to the claim, the Tenant stated they were signing the lease when the fire occurred. The Tenant noted after the move occurred, they had a week to address the smaller repairs and clean the rental premises. The Tenant stated the Landlord is charging for maintenance issues that were unaddressed during the tenancy, this included multiple issues, such as the oven, sink and bathroom. The Tenant stated the photos provided were prior to the move-out.

The Rental Officer questioned and the Landlord's representative stated the Tenant did not attend the scheduled move out inspection appointment, but came later. The Rental Officer also questioned how the exit inspection could be completed prior to the personal items being moved. In response, the Landlord's representative stated, it was not an issue as the Tenant only needed a few items, and the items being moved were at the Landlord's expense. The Rental Officer also questioned and the Tenant stated they were just a little late for the inspection, they were organizing something else. The Tenant stated other occupants of the building were given the time to clean.

The Tenant noted a number of holes in the walls and damages were caused by the Landlord. These included door, bathroom, the ceiling fan and oven door. The Tenant spoke to work orders, and the Landlord's representative stated if a work order was submitted, it was addressed. The Tenant stated they had to continually call for repairs in relation to work orders.

The Rental Officer questioned the August 14, 2025, inspection letter, because of an inconsistent date, as the move-out was recorded as March 10, 2020. The Landlord acknowledged the date was incorrect and stated the move out date was March 26, 2025.

The Rental Officer pointed out to the Landlord the entry and exit inspection report was incomplete and therefore there was no baseline for damages on specific rooms. The Landlord's representative stated areas on the entry inspection that did not have comments meant there were no issues. The Rental Officer pointed to other areas of the entry inspection were recorded as having no issues. The Rental Officer questioned and the Landlord's representative confirmed there were no base line photos were taken of the rental premises.

When determining costs, I took into account the reason for the charge and the action taken by the Landlord and to determine if a baseline for the claim were recorded. The following are the amounts claimed and my findings:

- **\$600.00, claimed** - Full cleaning of the rental premises. The exit inspection was completed prior to the Tenant having time to remove waste items and clean the rental premises. It was also noted a fire occurred in the residential complex and some of the cleanliness issues would be related to the fire. As the move out was March 26, 2025, and the exit inspection took place on May 15, 2025, I find the Tenant had ample opportunity to clean and do minor repairs. As there was a fire at the residential complex, I find the Tenant is not responsible for all cleaning as it is obvious there is smoke damage. Therefore \$200.00 will be deducted from the cleaning costs. **\$400.00 approved costs for cleaning. Supported by evidence.**
- **\$675.00, claimed and approved** - Hallway - patching of walls (\$600.00), replace and install light switch. **Supported by evidence.**
- **\$400.00, claimed and approved** - Kitchen - replace oven door (\$200.00), replace lower cabinet door (\$200.00). Tenant denied the charge for the stove door. The Landlord provided a work order showing the door had been repaired previously. **Supported by evidence.**
- **\$275.00, claimed and approved** - Dining room - replace and install light globe (\$75.00), patch wall (\$200.00). **Supported by evidence.**
- **\$200.00, claimed and approved** - Living room - patch wall (\$200.00). **Supported by evidence.**
- **\$200.00, claimed** - Bathroom - door edge damaged (\$100.00), replace and install faucet (\$100.00). The entry inspection did not contain information and the Landlord's representative could not provide base line information or photos of the bathroom at the start of the tenancy. While there is damage, I cannot determine the Tenant is responsible for the full cost of repairs nor the amount they could be responsible for. **Claim denied.**

- **\$475.00, claimed** - Master bedroom - replace and install globe, reinstall vent cover (\$200.00), patch wall (\$200.00). The entry inspection did not contain information and the Landlord's representative could not provide base line information or photos of the master bedroom at the start of the tenancy. While there is damage, I cannot determine the Tenant is responsible for the full cost of repairs nor the amount they could be responsible for. **Claim denied.**
- **\$1,084.00, claimed** - Bedroom #2 - replace and install globe (\$75.00), replace and install door (\$209.00), patch 4 walls (\$800.00). The entry inspection did not contain information and the Landlord's representative could not provide base line information or photos of the bedroom at the start of the tenancy. While there is damage, I cannot determine the Tenant is responsible for the full cost of repairs nor the amount they could be responsible for. **Claim denied.**
- **\$65.63, claimed and approved** - Lock change (invoice #13758) - requested by the Tenant for new rental premises. **Supported by evidence.**

<b>\$ 1,950.00</b>	<b>Approved costs of repairs</b>
<b>\$ 195.00</b>	<b>Approved administration costs (10%)</b>
<b>\$ 2,145.00</b>	<b>Total repair costs</b>
<b>\$ 107.25</b>	<b>GST</b>
<b>\$ 65.63</b>	<b>Lock changed (GST included)</b>
<b>\$ 2,317.87</b>	<b>Total balance owing</b>

I am satisfied the Tenant is responsible for repairs in the amount of \$2,317.87.

*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 agreements contains a provision which refers to the Tenant's obligation to not disturb the Landlord and other tenants possession or enjoyment of the rental premises or residential complex.

Subsection 1(4) of the Act states, any damages or disturbances caused by a pet is deemed to be caused by the tenant if the pet is permitted in the residential complex or rental premises by the tenant or by a person permitted in the complex or premises by the tenant.

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 19 of the current tenancy agreement refers to the Tenant, occupants or guest not to participate in or carry out 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 testified to receiving multiple complaints regarding the Tenant’s dog. The Landlord’s representative pointed to the previous order regarding the removal of a dog from the rental premises. The Landlord’s representative also spoke to receiving complaints of the Tenant’s dog distressing building residents by running off-leash or barking. The Landlord noted multiple dogs may be residing at the rental premises. To support the claim were emails received from building occupants, associated notes, and security footage.

The Landlord’s representative also spoke to a fire alarm activation in the residential complex and October 14, 2025, security footage from the incident, where the Tenant’s guest was observed smoking in the common area of the residential complex, and shortly afterwards the alarm system was activated. And because of the alarm being improperly activated, residents of the residential complex were disturbed.

The Landlord’s representative spoke to reports of high traffic to the rental premises, which is an indication of illegal activities. They spoke to a November 30, 2025, police action at the residential complex and Tenant’s rental premises. The police action included the use of a chemical agent (tear gas). And because of the chemical agent, the rental premises was not considered habitable.

To support the claim, entered into evidence were associated notes, letters, multiple emails, a 10 day notice of termination issued on December 1, 2025, for the termination date of December 12, 2025, security footage, photos of the police action taking place at the rental premises, and photos of the “search warrant” issued by a justice of the peace and the notice of the chemical agent used at the rental premises.

In review of the evidence, there were multiple email complaints received by the Landlord regarding the Tenant’s dog not under control or causing disturbances in the residential complex. It was also noted on the security footage, showed a person from the Tenant’s rental premises entered the common area of the residential complex smoking and shortly afterwards the fire alarm system had activated, and multiple dogs being taken out from the rental premises.

Photo evidence of the police action taking place, the “search warrant” and notice of the chemical agent. The search warrant was issued, based upon:

1. THERE ARE REASONABLE GROUNDS TO BELIEVE that the following offences had been committed:
  - a. Possession of a Controlled Substance for the Purpose of Trafficking (Section 5(2) of the Controlled Drugs;
  - b. Trafficking in a Controlled Substance contrary to Section 5(1) of the Controlled Substances Act; and
  - c. Possession of Property Obtained Through Crime. Section 355 of the Criminal Code of Canada.
2. AND THAT there are reasonable grounds to believe that following controlled substance or precursor, thing in which such a controlled substance or precursor is contained or concealed offence-related property, or thing will afford evidence of the said offence.
  - a. A controlled substance or precursor, a thing in which a controlled substances or precursor is contained or concealed, offence-related property or a thing that will afford evidence of the offence in regard to an offence under the Controlled Drug and Substance Act, to wit, cocaine, packaging materials, scales, score sheets and cell phones, Canadian cash currency.
3. AND THAT there are reasonable grounds to believe the things or some parts of them are located in the Tenant’s 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, specifically the warrant for search to allow the police action, I find a balance of probabilities the Tenant has participated in or allowed illegal activities to take place at the rental premises. Which in turn added to the disturbances caused by the Tenant or their guests to both the Landlord and other residents of the residential 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’s representative 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 Landlord's determination, on December 1, 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.

To support the Landlord's claim was a photo of a post on the door to the rental premises indicating a chemical agent was used in the rental premises.

I note the chemical agent used during the police action requires specialized cleaning to decontaminate the rental premises to make it habitable.

I am satisfied the tenancy agreement between the parties is frustrated.

#### *Tenant concerns*

The Tenant stated after the police action took place, the Landlord's staff entered the rental premises to close up the rental premises. The Landlord provided photos of their entry. One of the photos included a hand on the Tenant's personal papers, which were in relation to the hearing.

In response, the Landlord's representative stated, they attended the rental premises twice. The first time was after the RCMP released the unit to the Landlord and they secured the rental premises. The second time was when the Tenant requested specific items. The Landlord's representative stated they had to return for measurements but could not stay for an extended period as they could not breathe. The Tenant disagreed as the Landlord's staff were not wearing personal protective equipment.

The Landlord stated their priority was to secure the unit. The Landlord stated, they could not spend time searching for items requested by the Tenant. The Landlord's representative testified they took the basket of items and provided it to the Tenant. The Tenant challenged the claim as this occurred while they were in police custody.

When questioned, the Tenant confirmed they did not have all the documents required. As noted in the preliminary matters, the Landlord was directed to give the Tenant access on specific dates, and the number of people allowed to assist them. The Tenant was provided access to rental premises.

As the Tenant failed to provide their evidence prior to the hearing after being granted access, no order will be issued.

*10 day 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 damaged 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.

As part of the additional evidence, the Landlord provided a copy of a 10 day notice to terminate the tenancy agreement between the parties on December 12, 2025. On the notice, the Landlord reference paragraph 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.

*Termination of the tenancy agreement and eviction*

Subsection 54(4) of the Act specifies that when a 10 day 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.

On December 1, 2025, the Landlord issued the notice of termination effective December 12, 2025. The Landlord submitted the application on October 1, 2025, and while the application was already in process, and the situations under which the notice was given, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified for disturbances, illegal activities, and the tenancy agreement being frustrated. .../12

As the tenancy was considered frustrated as of December 12, 2025, the tenancy agreement will be terminated as of that date. As the tenancy agreement was considered frustrated, and the Tenant unable to reside in the rental premises, I see no reason why the Landlord could retain rent for the periods past the termination date. The order will include the return of prorated rent for the month of December 2025, in the amount of \$49.02 ( $\$80.00 \div 31 \text{ days} = \$2.58 \text{ per day}$ .  $\$2.58 \times 19 \text{ days} = \$49.02$ ) and for the full month of January 2026 in the amount of \$80.00.

### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$105.00 (p. 41(4)(a));
- requiring the Landlord to return overpayment of rent in the amount of \$129.02 (ss. 59(3))
- requiring the Tenant to pay to the Landlord the costs of repairs in the amount of \$2,317.87 (p 42(3)(e));
- terminating the tenancy agreement between the parties on December 12, 2025 (p. 41(4)(c), p. 43(3)(d), p. 46(2)(e), p. 54(1)(a), 54(1)(b), 54(1)(e), p. 54(1)(f)); and
- evicting the Tenant from the rental premises on December 13, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer