

IN THE MATTER between **HNT**, Applicant, and **SL**, 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 **Renee Fougere**, Rental Officer, regarding a rental premises located within the **Hamlet of Behchoko in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 19, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM and LE, representing the Applicant
SL, representing the Respondent

Date of Decision: January 19, 2026

REASONS FOR DECISION

An application to a rental officer, made by HNT as the Applicant/Landlord against SL as the Respondent/Tenant, was filed by the Rental Office on December 2, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was deemed served on the Respondent on December 3, 2025.

The Applicant alleged the Respondent failed to pay rent resulting in arrears. An order was sought for arrears.

The hearing took place on January 19, 2026, by three way teleconference. TM and LE appeared to represent the Applicant, and SL appeared as the Respondent.

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 since April 1, 2014, as continued as a month-to-month tenancy until present. The tenancy agreement was signed by the Tenant. I am satisfied a valid tenancy is in place in accordance with the Act.

Rental Arrears

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

The Landlord's representative claimed the Tenant breached her obligation not to pay rent as required by the tenancy agreement. To support the Landlord's claim, a lease balance statement was put into evidence. The statement indicated the Tenant accumulated \$14,845.00 in rental arrears as of January 19, 2026 .

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant's repeated failure to pay rent in full when due and accumulated rental arrears in the amount of \$14,845.00.

Disturbances and Illegal Activities

Subsection 43(1) and 43(2) of the Act prohibits the tenant from disturbing the Landlord's or other tenants' possession or enjoyment of the rental premises or the residential complex.

Subsection 46(1) of the Act prohibits a tenant from committing an illegal act or carrying on an illegal trade, business, or occupation, or allowing another person to do so, in the rental premises or the residential complex.

The Landlord claims the Tenant had caused disturbances and committed or permitted an illegal business or act in the rental premises. Entered into evidence was a letter to the Tenant dated December 10, 2024 regarding disturbances and alleged illegal activities, and a report from the RCMP stating that they had been called to the residence 26 times for a variety of occurrences, including 3 unfounded calls for drugs. Due to the lack of evidence of illegal activities, I dismiss this claim. As for disturbances, the Tenant indicated that there had been issues with her dogs. Due to the lack of evidence demonstrating that the Landlord communicated concerns regarding disturbances to the Tenant, I find there is insufficient evidence to support this claim.

Order

An Order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$14,845.00 (p.41(4)(a));
- requiring the Tenant to pay their rent on time in the future (p.41(4)(b)).
- terminating the tenancy agreement between the parties on March 31, 2026, unless the rental arrears are paid in full and the monthly rent for February and March, 2026, are paid in full (p.41(4)(c), ss. 83(2); and,
- evicting the Tenant from the rental premises on April 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss.83(2)).

Renee Fougere
Rental Officer