

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

NL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 6, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: January 6, 2026

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against NL as the Respondent/Tenant was filed by the Rental Office on December 8, 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 December 11, 2025.

The Applicant alleged the Respondent caused disturbances and participated in illegal activities at the rental premises since the tenancy began. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for January 6, 2026, by three-way teleconference. PS appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence, as allowed under subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

Preliminary matters

The Respondent filed their own application against the Applicant. The applications were to be heard simultaneously. However, the Respondent failing to provide proof of service as requirement under the Act. On December 30, 2025, the Rental Officer served a notice letter on the Respondent advising of their requirement to provide proof of service. Due to the severity of the Applicant's claim the hearing proceeded.

Tenancy agreement

Evidence presented established tenancy agreement between the parties for subsidized public housing commencing on started January 1, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place accordance with the Act.

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

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 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 19 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 receiving complaints of fighting, high traffic and drug activities at the rental premises. The Landlord's representative stated they attempted to work with the Tenant to address the tenancy issues. The Landlord's representative testified about a police action in the residential complex, which included the Tenant's rental premises. The police action, included the use of a chemical agent, and due to the agent, the rental premises were no longer habitable, and the Landlord deemed the tenancy agreement to be frustrated.

To support the claim, entered into evidence were associated notes, letters, an email to the Tenant, a 10-day notice of termination issued on December 2, 2025, for the termination date of December 12, 2025, security footage of both the police action and illicit drug activities taking place from the rental premises and photos police action and the rental premises afterwards.

In review evidence, the Rental Officer noted the security footage showed a person who was in the rental premises, exiting and carrying out a drug transaction in a stairwell and main lobby of the residential complex. Security footage also showed the police action and detaining of the Tenant and two other people. Photo evidence of the rental premises after the action showed the search warrant, notice of chemical agent and possible drug paraphernalia.

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 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 caused disturbances to both the Landlord and other tenants 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 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.

The Landlord's representative stated they have provided the Tenant access to the rental premises to gather personal items.

In reviewing the evidence and testimony, I am satisfied the tenancy between the parties was frustrated because of the chemical agent, because the rental premises were no longer habitable.

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.

On December 2, 2025, the Landlord issued the 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.

The 10-day notices of termination ended on December 12, 2025, and the Landlord submitted the application requesting termination of the tenancy agreement on December 3, 2025. I found the application to a Rental Officer was submitted 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 for disturbances, illegal activities, and the tenancy agreement being frustrated.

Orders

An order will be issued:

- terminating the tenancy agreement between the parties on December 12, 2025 (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