

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

**LL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 25, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** MM, representing the Applicant  
LL, representing the Respondent  
**Date of Decision:** February 26, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NWAH on behalf of HNT as the Applicant/Landlord against LL as the Respondent/Tenant was filed by the Rental Office on December 17, 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 registered mail on December 17, 2025. The email was deemed served on December 20, 2025 and the registered mail was deemed served on December 24, 2025.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, and allowed illegal activities to occur at the rental premises. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for January 28, 2026, only the Respondent appeared. A first fail to appear notice was served the Applicant, to which they replied and requested the hearing to be rescheduled.

The rescheduled hearing was held on February 25, 2026, by three-way teleconference. MM appeared to represent the Applicant. LL appeared to represent the Respondent. I reserved my decision to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement between the parties commencing June 16, 2017. The tenancy agreement was signed by all parties.

A Rental Officer Order was issued on July 13, 2025, with a conditional termination of the tenancy agreement and eviction of the Respondent. Evidence presented showed the Respondent failed to meet the terms of the order to maintain the tenancy. As the Landlord did not enact the eviction as authorized under the order and re-applied to a rental officer, I am satisfied the Applicant reinstated the tenancy. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #17304, dated July 16, 2021, required the Respondent to pay \$12,255.00 in rental arrears, termination of the tenancy agreement on October 31, 2021, unless \$100.00 was paid each month towards the arrears, paid the subsidized rent for July 2021 in full, and paid the monthly subsidized rent for August through October on time. If the tenancy be terminated, evict the Respondent from the rental premises on or after November 1, 2021.

Rental Officer Order #18610, dated June 13, 2025, required the Respondent pay \$8,230.00 in rental arrears, pay rent on time in the future, terminate the tenancy agreement on July 31, 2025, unless the \$8,230.00 of arrears is paid in full and evict the Respondent from the rental premises on August 1, 2025.

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

*Rental arrears and income reporting*

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.

Paragraph 6 of the tenancy agreement requires the tenant to report household income.

The Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. The Landlord's representative stated that the Tenant has not made payments towards the rent account since January 2024. To support the claim, entered into evidence was a lease balance statement, a rent statement, and multiple letters.

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly rents and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was July 26, 2019. At the time of the application the Tenant was charged the full unsubsidized monthly rent of \$1,625.00. The arrears accumulated since the last order was \$29,250.00.

On February 24, 2026, the Landlord provided an updated lease balance statement showing no payments were made towards the rent account since the application was filed and the arrears increased from \$29,250.00 to \$32,500.00.

In response to the claim, the Tenant stated, there are multiple issues with the rental premises, the Landlord's staff are aware but not carrying out the repairs required.

The Rental Officer questioned and the Tenant acknowledged that they withheld rent because of Tenancy issues, income was not reported due to tax filing issues and they are currently unemployed. In response the Landlord's representative stated, they offered assistance but the Tenant has not always responded. The Rental Officer explained a Tenant cannot withhold rent.

The Rental Officer questioned and the Tenant stated that they did not report income due to family issues, lost their income documents and had difficulties with CRA access. The Tenant stated they are close to having the information to report income. The Rental Officer pointed towards the Tenant failing to make any form of payment toward the rent account. .../4

Based on the evidence and testimony, I am satisfied the Tenant accumulated \$32,500.00 in unsubsidized rental arrears because the income for 2023 and 2024 was not reported as required under section 6 of the tenancy agreement. If income was reported, there is a likelihood the arrears would substantially be reduced and possibly clear the previous order.

An order will be issued for the Tenant to report income for 2023 and 2024 and to pay \$1,600.00 towards the rent account as this amount would work out to the minimum monthly rent charge for the lowest income under the Public Housing Rent Scale.

### *Illegal activities*

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 agreement 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 testified the Tenant breached the tenancy agreement by allowing illegal activities to occur at the rental premises. To support the claim were associated notes and a December 1, 2025, letter from the RCMP.

On February 24, 2026, the Landlord submitted an additional letter from the RCMP dated February 19, 2026.

In response to the claim, the Tenant disagreed to the Landlord’s claim of illegal activities occurring at the rental premises. The Tenant stated nobody else resides at the rental premises. The Rental Officer pointed to the two letters from the RCMP regarding activities at the rental premises. The Tenant stated the RCMP attended the rental premises in search of a person who had a warrant for arrest, not for drug trafficking.

In review of the evidence, I noted the tenant’s associated dated July 18, 2025, indicated that the RCMP were concerned that the Tenant was providing housing to people of interest involved in criminal activities. On October 20, 2025, the RCMP informed the Landlord that they believed the rental premises was used for drug trafficking. In the RCMP letter dated December 1, 2025, it was stated that the RCMP attended the rental premises two times for a variety of occurrences between July 1, 2025 and November 27, 2025, one of which involved a report of possible drug use and trafficking at the residence. In the RCMP letter dated February 19, 2026, it was stated that between November 25, 2025 and January 30, 2026, the RCMP attended the rental premises one time. No reason for that visit was provided.

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.

While RCMP letters speak to possible illegal activities, and the Tenant gave reasoning for RCMP attendance, I am not convinced the Tenant has allowed or participated in illegal activities at the rental premises. The claim for illegal activities is **denied**.

*Termination of the tenancy agreement and eviction*

The Tenant breached the requirements to report income as required under section 6 of the tenancy agreement, and failed to pay anything towards the rent account prior to the last order being issued. This alone is justification for the termination of the tenancy agreement and eviction. However, as noted earlier, the Tenant is working on reporting income to obtain a rent subsidy. Because of this, I feel a conditional order for termination of the tenancy is warranted rather than straight termination of the tenancy agreement and eviction. **The request for eviction is denied under this application**. Should the Tenant breach the terms of the this order and the tenancy is terminated, the Landlord can make a new application for eviction and payment of the outstanding arrears balance.

*Orders*

An order will be issued:

1. terminating the tenancy agreement between the parties on May 15, 2026 unless the household income for 2023 and 2024 are reported to the Landlord and at least \$1,600.00 is paid towards the rent account. (p. 41(4)(c), p. 45(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer