

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

NR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: PS, representing the Applicant
JR, observer for the Applicant
Date of Decision: February 4, 2026

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against NR 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 Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on January 8, 2026.

The Applicant alleged the Respondent failed to pay rent, resulting in the accumulation of rental arrears, breached obligations of the tenancy agreement, caused damages, disturbances and allowed or participated in illegal activities in the residential complex. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for January 3, 2026, by three-way teleconference. PS appeared to represent the Applicant. JR appeared as an observer of the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in their absence. I reserved my decision for the Applicant to provide requested documents and to review the evidence and testimony.

Tenancy agreement

Entered into evidence was a month-to-month tenancy agreement between the parties for subsidized public housing commencing September 1, 2023. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement 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 and reporting of income

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.

Section 6 of the tenancy agreement requires the Tenant to report household income to obtain a rent subsidy.

The Landlord claimed the Tenant failed to pay rent, resulting in the accumulation of arrears. The Landlord also claimed the Tenant failed to report household income in order to obtain a rent subsidy, which is breach of the tenancy agreement. To support the claim, entered into evidence was a lease balance statement, multiple notices, rent statements and associated notes.

The lease balance statement entered into evidence represents the Landlord's accounting of 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 June 1, 2025. At the time of the application the monthly rent was \$1,625.00, and the balance owed was \$9,530.00. The arrears balance equated to over 5.75 months of unpaid rent.

The Landlord's representative stated the Tenant received a rent subsidy, but did not report income as required for the rent subsidy starting July 2025. The Landlord pointed out the last rent payment was made in May 2025. The Landlord stated no payments had been received since the last payment and the arrears increased to \$12,780.00.

The Rental Officer questioned and confirmed that the Tenant had not provided the household income information since the application was submitted.

Upon request, the Landlord provided an updated statement which verified the arrears balance of \$12,780.00.

I am also satisfied the Tenant breached the terms of the tenancy agreement by not reporting income in accordance with section 6 of the tenancy agreement, failed to pay rent as required by the tenancy agreement, resulting in the accumulation of arrears in the amount of \$12,780.00.

Utilities

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

Subsection 46(1) of the Act specifies "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.

The Landlord claims the Tenant failed to maintain their utility account as required by section 8 of the tenancy agreement.

To support the Landlord's claim are associated notes, the building owner's security provider reports, an email from the building owner and a 10 day notice of termination dated June 25, 2025, for a termination date of July 7, 2025, in accordance with section 54 of the Act.

Subsection 54(4) requires, when a landlord gives notice of termination under any subsection 54(1), the landlord must make an application to a rental officer for an order to terminate the tenancy agreement.

The Landlord's representative stated there had been multiple incidents where the Tenant failed to maintain the utility account as required under the tenancy agreement, resulting in the electricity to be cut off. The Landlord's representative spoke to damages of electrical services such as a power panel and noted the Tenant was found to be drawing electricity from floor hallway. The Landlord's representative stated the utility provider had informed them of multiple dates of the power being dis-connected and reconnected. The Landlord's representative stated they verified the power is currently disconnected. The Landlord's representative stated the disconnection of electricity is a safety concern.

Upon request, the Landlord provided an email from the utility provider showing the disconnection history since July 2024.

I am satisfied the evidence presented and the testimony of the Landlord's representative, that the Tenant failed to comply with their obligation to pay utilities under subsection 45(1) of the Act and section 8 of the tenancy agreement. In light of the Tenant plugging into an outlet in the common area of the rental complex without authorization from the Landlord or the building owner, they effectively committed an illegal act of electricity theft and caused the building owner to incur an undue expense.

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 the Tenant's obligation to 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 tenancy agreement refers to the Tenant, occupants or guest not to participate 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 claimed the Tenant or their guests caused disturbance by allowing illegal activities to occur in the residential complex. To support the claim were associated notes, security footage, security provider patrol records and photos of damages to the residential complex.

The Landlord's representative testified to frequent traffic at the rental premises. The Landlord's representative also testified to person exiting the rental premises carrying a hammer and damaged to multiple security cameras. The Landlord's representative spoke to a known drug dealer living at the rental premises causing damages to security cameras. The Landlord pointed to another incident in which a possible drug transaction took place in the hall beside the rental premises.

The Rental officer questioned and the Landlord's representative confirmed the person seen damaging the cameras is known to be involved in illegal activities and the other person causing damages is known for drug activities.

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 security footage, I find there is a balance of probabilities the Tenant has participated in or allowed illegal activities to occur at the rental premises and allowed a guest to purposefully cause damages to the rental premises.

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

Termination of the tenancy agreement and eviction

Under subsection 54(1) of the Act provides for a landlord to give a tenant at least 10 days written notice to terminate the tenancy agreement where the tenant has breached paragraph 54(1)(f) which states:

- the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant permitted in or on the rental premises or residential complex by the tenant

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.

As the 10 day notice of termination ended on July 7, 2025, I found the Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement and therefore deem the Landlord as having reinstated the tenancy.

I am however, satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid, as the Tenant breached their obligation to pay rent, resulting in the accumulation of significant arrears, not reported income in accordance with section 6 of the tenancy agreement, has allowed their guests to causes damages to the residential complex and the balance of probabilities of illegal activities occurring at the rental premises, and by doing so, having caused disturbances.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$12,780.00 (p. 41(4)(a));
- requiring the Tenant to report household income in accordance with section 6 of the tenancy agreement (p. 45(4)(a));
- requiring the Tenant to comply with their obligation not to disturb the Landlord or other tenants' possession or enjoyment of the rental premises or residential complex (p. 43(3)(a));
- requiring the Tenant to comply with their obligation not to 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 residential complex (p. 46(2)(a));
- terminating the tenancy agreement between the parties on March 1, 2026 (p. 41(4)(c), p. 43(3)(d), 45(4)(e), 46(2)(e)); and
- evicting the Tenant from the rental premises on March 2, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer