

IN THE MATTER between **HNT**, Applicant, and **BG**, 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 **Charter community of Fort Good Hope in the
Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

BG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: KH, representing the Applicant
Date of Decision: February 16, 2026

REASONS FOR DECISION

An application to a rental officer made by RKHA on behalf of HNT as the Applicant/Landlord against BG as the Respondent/Tenant was filed by the Rental Office on January 6, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Good Hope, Northwest Territories. The filed application was served on the Respondent by registered mail on January 9, 2026.

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

A hearing was scheduled for February 11, 2026, by three-way teleconference. KH appeared to represent the Applicant. 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 their absence. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized public housing commencing September 12, 2025. The tenancy agreement provided in the application package was unsigned.

During the hearing the Applicant confirmed a written three-month fixed term tenancy agreement between the parties. Upon request, a copy of the signed tenancy agreement was provided to the Rental Officer and a copy sent to the Respondent. The tenancy agreement indicated the term was from September 12, 2025, to December 12, 2025. The tenancy agreement was signed by all parties. I am satisfied that there is a valid tenancy in place in accordance with the Act.

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 substantial arrears. To support the claim, entered into evidence was a lease balance statement, statement of account, a 30 notice to terminate the tenancy and vacate the rental premises.

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. At the time of the application the monthly rent charge was \$325.00, and the balance owed was \$984.50. The statement also included the security deposit charge of \$718.50, of which \$265.00 was paid, leaving \$453.50 remaining. After removing the balance owed for the security deposit, there was rental arrears in the amount of \$531.00. The arrears owing equated to over 1.5 months of unpaid rent.

Due to the arrears, on October 20, 2025, the Landlord issued a notice to the Tenant under subsection 51(5) of the Act to terminate the tenancy effective 30 days later. 51(5) of the Act provides for subsidized public housing landlords to terminate a subsidized public housing tenancy agreement by giving the tenant at least 30 days' written notice to terminate the tenancy on the last day of a period of the tenancy. A notice given under subsection 51(5) of the Act is binding.

The application to a rental officer did not include the remedy for an order to pay arrears. However, subsection 83(2) of the Act, allows a rental officer to include in any order or decision the terms and conditions that the rental officer considers appropriate in the circumstances.

The Landlord's representative testified, on December 4, 2025, a letter was sent to the Tenant regarding unpaid rent.

The Rental Officer question and the Landlord's representative confirmed that the Tenant addressed the arrears. Upon request, an updated statement and the December 4, 2025 letter were provided and supported the claim.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due.

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 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 take place, there will be grounds for termination of the tenancy agreement.

The Landlord's representative stated the Tenant resides in a multiple unit complex. The Landlord's representative testified shortly after the tenancy began, they received complaints of the Tenant causing disturbance and an alleged drug dealer had taken up occupancy with the Tenant. The Landlord spoke to letters sent to the Tenant regarding complaints and a letter provided by the RCMP which referenced attending the rental premises.

To support the Landlord's claim were three letters to the Tenant regarding disturbances and illegal activities. The letters were dated September 29, 2025, October 27, 2025 and November 26, 2025.

The Rental Officer questioned the police file number included into the evidence. In response, the Landlord's representative stated that the file number was related to the allegation of a known drug dealer at the rental premises. The Rental Officer also noted that the Landlord's representative referred to evidence not included in the application or provided prior to the hearing. Upon request the additional evidence was provided. In review of the additional evidence, only the December 1, 2025, RCMP letter applied to the claim of disturbances and illegal activities. The RCMP letter indicated between September 12, 2025 and November 28, 2025, they attended the rental premises two times. One of which included a report of drug related offences.

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 RCMP letter, I find on a balance of probabilities that the Tenant has participated in or allowed illegal activities to take place at the rental premises, and in doing so, disturbed the Landlord and other tenants' quiet enjoyment of the rental premises and residential complex.

Termination of the tenancy agreement and eviction

Subsection 51(5) of the Act provides for a subsidized public housing landlord to terminate a month-to-month tenancy by giving at least 30 days' advance written notice for the last day of a month. This notice was given in accordance with the Act does not require an application to a rental officer for an order to terminate the tenancy, nor does this section require a reason to terminate the tenancy.

Subsection 55(3) of the Act does require that the Landlord's written notice to terminate the tenancy include the reasons for and the date on which tenancy is to terminate.

An application to a rental officer is required for an eviction order under section 63 of the Act, but subsection 63(5) provides for the reinstatement of the tenancy that was terminated under subsection 51(5) where the Rental Officer determine the termination and eviction order as unjustified. This means that the Rental Officer must be satisfied that the reasons for terminating the tenancy in the first place were justified, even when it was terminated under subsection 51(5), before the Rental Officer can be satisfied that the eviction is justified.

In review of the letter terminating the tenancy agreement, I find the letter did not specify the actual date the tenancy is terminated, only that it said 55 days. Due to the notice to terminate being incomplete, I find the Landlord did not meet the requirements for notice under subsection 55(3) and therefore the tenancy was not terminated.

I am however, satisfied that based on the evidence and testimony regarding disturbances and illegal activities, the Landlord's request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued

1. requiring the Tenant pay future rent on time (p. 41(4)(b));
- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Tenant 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, and not breach that obligation again (p. 46(2)(a), p. 46(2)(b));
- terminating the tenancy agreement between the parties on March 31, 2026 (p. 43(3)(d), p. 46(2)(c); and
- evicting the Tenant from the rental premises on April 1, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer