

IN THE MATTER between **HNT**, Applicant, and **GS**, 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 **Hamlet of Aklavik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

GS

Respondent/Tenant

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by AHA on behalf of HNT as the Applicant/Landlord against GS as the Respondent/Tenant was filed by the Rental Office on January 8, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was served on the Respondent by registered mail on February 2, 2026.

The Applicant alleged the Respondent failed to pay rent on time, resulting in arrears, and allowed or participated in illegal activities. An order was sought for payment of arrears.

A hearing was scheduled for February 11, 2026, by three-way teleconference. AS and MRE 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 to review the evidence and testimony.

Preliminary matters

The Applicant provided additional evidence to the Rental Officer 15 minutes prior to the hearing. Additional evidence must be provided no less than 24 hours prior to the hearing, and the method of service must be taken into account when served on both the Rental Officer and the Respondent. The additional evidence was not accepted as the Rental Officer determined there was insufficient time to review.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties commencing on August 21, 2013. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is 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

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 and accumulated arrears. To support the claim was a lease ledger, multiple statements and notice 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 that the Tenant's rent was based on income, and the last time the Tenant had a zero or positive balance was on September 1, 2022. At the time of the application, the monthly rent charge was \$70.00, and the balance owed on the statement was \$3,399.19. The statement also included charges for damages and cleaning in the amount of \$2,797.58. Damages and cleaning costs are not considered arrears. After removing the charges from the balance on the statement, the remaining arrears balance was \$601.61. The arrears equated to over 5.5 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the status of Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$601.61.

Tenant damages and cleaning costs

The Landlord submitted evidence to claim costs of damages and cleaning related to two previous rental premises. The evidence provided was incomplete, and the Landlord did not request payment for costs of repair and damage costs for those addresses in the application.

The claim for damages and cleaning is **dismissed**.

Illegal activities and disturbances

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 provides that the tenant or occupants not 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.

To support the Landlord's claim was an email regarding the Tenant's son possibly involved in illicit drug activity in the community, and a letter from the RCMP indicating between March 31, 2025 and September 28, 2025, they attended the rental premises 9 times regarding public safety concerns. Two of which included reports of drug related offences. Also entered into evidence was a 10 day notice of termination dated October 2, 2025, for a termination date of October 14, 2025.

Paragraph 54(1)(a) of the Act permits a landlord to give a tenant at lease 10 days' written notice to terminate the tenancy agreement where the tenant has repeatedly caused disturbances.

The Landlord's representative spoke to illegal activities occurring at the rental premises. The Landlord's representative also stated since the application was filed, there was one complaint made on January 28, 2026, regarding an occupant's girlfriend is selling illicit drugs from the rental premises.

Subsection 54(4) of the Act specifies that when a 10 day 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 there was no request for termination and eviction, in the application, the tenancy agreement between the parties remains in place.

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 a balance of probabilities the Tenant has participated in or allowed illegal activities to take place at the rental premises.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$ 601.61 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b)); and
- 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, and not breach that obligation again (p. 46(2)(a), p. 46(2)(b)).

Jerry Vanhantsaeme
Rental Officer