

IN THE MATTER between **HNT**, Applicant, and **MFM**, 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 **Self-government of Behchoko in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MFM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 24, 2026

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** LE, appeared to represent the Applicant  
TM, appeared to represent the Applicant

**Date of Decision:** February 25, 2026

## **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against MFM as the Respondent/Tenant was filed by the Rental Office on January 26, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on January 30, 2026.

The Applicant alleged the Respondent failed to pay rent, resulting in the accumulation of arrears, caused disturbances 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 February 24, 2026, by three-way teleconference. LE and TM 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 the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in their absence. I reserved my decision for the Applicant to provide proof of service of additional evidence.

### *Preliminary matters*

The application to the Rental Officer indicated the Respondent resided at X. The tenancy agreement and letter evidence in the application package indicated the rental premises address to be X. The Rental Officer questioned and clarified the Respondent's address was incorrect on the application. The correct address was on the tenancy agreement and letter evidence. The application was amended to reflect the correct address of X.

### *Tenancy agreement*

Evidence was presented establishing a month-to-month residential tenancy agreement between the parties for subsidized public housing commencing July 18, 2022. 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 is 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 that the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears.

The Landlord's representative testified the last rent payment was April 17, 2025. The rent was recently recalculated and rent charge was reduced. To support the claim was a lease balance statement, rent statements, a lease ledger, two notices dated April 18, 2023 and July 30, 2025, to the Tenant regarding the reporting of household income and associated notes.

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 February 1, 2025. At the time of the application, the monthly rent charge was \$1,545.00 and the arrears balance was \$6,380.00, which equated to more than 4 months of unpaid rent.

On February 20, 2026, an updated statement was provided showing the Tenant had reported income in order to obtain a subsidy and the monthly rent was reduced from \$1,545.00 to \$75.00 per month, and the arrears was reduced to \$800.00. The current arrears balance equated to over 10.5 months of unpaid rent. The statement confirmed no payments had been made since the application was submitted.

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 and accumulated rental arrears in the amount of \$800.00.

#### *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(c) of the written tenancy agreement 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 20 of the written tenancy 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 they have received multiple reports of illegal activities occurring at the rental premises. To support their claim were associated notes, multiple letters to the Tenant and photos of people.

The Rental Officer questioned and the Landlord's representative stated there has been other

incidents but people are no longer calling because they are scared of the drug dealers. The Landlord's representative also stated the photos provided were of known drug users frequenting the rental premises.

In review of the evidence, provided, the four letters to the Tenant dated February 13, 2023, March 13, 2024, December 9, 2024, and August 20, 2025, referenced receiving complaints of illegal activities taking place at the rental premises, such as drug trafficking, substance abuse and boot legging. The RCMP letter dated October 27, 2025, indicated between July 1, 2025 and October 24, 2025, they attended the rental premises 10 times for a variety of occurrences. Out of these visits, four were for public safety concerns, which included 3 calls for assault and 1 unfounded for drugs.

The associated notes indicated:

- June 12, 2024, a notice for disturbances and illegal activities was hand delivered to the Tenant. The letter was not included in the application;
- June 14, 2024, a letter for disturbances for illegal activities was sent. The letter was not included in the application;
- March 21, 2025, email received regarding drug dealers in public housing;
- August 20, 2025, anonymous call of people fighting at the rental premises and a person getting injured;
- September 8, 2025, a complaint received of traffic at the rental premises;
- September 26, 2025, two complaints of the of traffic at the rental premises, partying and drug dealers living at the rental premises;
- October 6, 2025, a complaint of the traffic at the rental premises, noise; and
- October 28, 2025, complaint of the Tenant's door being damaged, in relation to illegal 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 of illegal activities occurring and being the responsibility of the Tenant in the rental premises or residential complex.

Based on the testimony and evidence, I find there is a balance of probabilities the Tenant has participated in or allowed illegal activities to occur at 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*

In consideration of the testimony and evidence presented, on the arrears alone the Landlord's request for termination and eviction to be valid, I am also satisfied the Tenant has participated in or allowed illegal activities to take place at the rental premises. And due to the number of complaints received in 2025 alone, the Tenant has disturbed the Landlord and other tenants' quiet enjoyment of the rental premises and residential complex. I am satisfied termination of the tenancy agreement and eviction to be justified.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$800.00 (p. 41(4)(a));
- 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 must not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- 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));
- terminating the tenancy agreement between the parties on March 31, 2026 (p. 41(4)(c)) , p. 43(3)(d), p. 46(2)(c)); and
- evicting the Tenant from the rental premises on April 1, 2026 (p. 63(4)(a)).

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Jerry Vanhantsaeme

Rental Officer