

IN THE MATTER between **HNT**, Applicant, and **DM**, 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 Fort Providence in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **March 12, 2026**

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

Appearances at Hearing: **MB, representing the Applicant**

Date of Decision: **March 13, 2026**

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against DM as the Respondent/Tenant was filed by the Rental Office on February 11, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent on February 16, 2026.

The Applicant alleged the Respondent has repeatedly caused disturbances to the Landlord and other tenants in the residential complex, and breached the previous order not to cause disturbances. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for March 12, 2026, by three-way teleconference. MB 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 requested documentation and to review the evidence and testimony.

Previous orders

Rental Officer Order #18478, dated January 16, 2025, required the Respondent to comply with their obligation not to disturb the Landlord or other tenant's possession or enjoyment of the rental premises or residential complex and not breach that obligation again. A graduated monthly termination of the tenancy agreement and eviction starting January 31, 2025 to June 1, 2025.

Tenancy agreement

Evidence provided establishing a fixed term tenancy agreement between the parties for subsidized public housing commencing February 17, 2021 to June 30, 2026. The tenancy agreement was signed by all parties.

Evidence established, within one month of Rental Officer Order #18478 being issued, the Tenant breached their obligation multiple time, not to cause disturbances. In doing so effectively terminated the tenancy agreement and allow the Applicant to proceed with eviction. As the Applicant allows the Respondent to maintain residency within the rental premises, I am satisfied the tenancy agreement between the parties was reinstated. I find a valid tenancy agreement was 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.

Disturbances

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 a Tenant’s obligation to not disturb the landlord and other tenants possession or enjoyment of the rental premises or residential complex.

The Landlord’s representative testified that the Tenant resides in a multi-unit residential complex and has repeatedly disturbed the Landlord’s and other tenants’ quiet enjoyment. The Tenant failed to comply with a previous order not to cause disturbances and continues to do so. The Landlord’s representative also spoke to home visits to discuss disturbances. They did this because of the Tenant’s claimed literacy level. The Landlord’s representative also stated, during many of the visits, the Tenant would be intoxicated. Other times the Tenant would not answer the door or possibly be asleep. The Landlord’s representative also confirmed the Tenant has caused further disturbances since the application was submitted. The Landlord’s representative stated on February 11, 2026, they received complaints of stomping, loud music and banging on the wall. Also on February 16, 2026, they received a call from a neighbour regarding lack of water. It was found that the Tenant left a tap running over the weekend, which drained the building.

To support the Landlord’s claim were multiple disturbance letters dated, July 2, 2025, September 22, 2025, September 26, 2026, October 1, 2025, October 27, 2025, November 3, 2025 and November 7, 2025. On November 14, 2025, the Landlord issued a 10 day notice to terminate the tenancy agreement for disturbances on November 28, 2025, and associated notes, which referenced the letters.

On March 12, 2026, as requested the Landlord’s representative provided copies of associated notes and letters sent since the application had been filed.

In review of the evidence and testimony, the notices provided to the Tenant all referenced disturbance. However, references to the Act were incorrect. The letters from July 2, 2025 through November 7, 2025, referenced paragraph 54(1)(a); the 10 Day notice of termination. The Letter issued on November 14, 2025 contained a termination date of November 28, 2025, however, reference paragraph 43(3)(a) which is only in regards to disturbances.

Nevertheless, based on evidence and testimony, the Tenant has shown a disregard to adhering to terms as laid out in the previous order, not cause disturbances, and continues to do so.

Termination of tenancy agreement and eviction

Paragraph 54(1)(a) of the Act permits a landlord to give a tenant at least 10 days' written notice to terminate the tenancy agreement where the tenant has repeatedly and unreasonably disturbed the landlord's or other tenants' possession or enjoyment of the residential complex.

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 days' notice of termination incorrectly referenced the Act, the tenancy between the parties remains in place.

In consideration of the evidence and testimony, I find the Tenant has unreasonably disturbed the Landlord and other tenant's quiet enjoyment of the rental premises. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenants' 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));
- terminating the tenancy agreement between the parties on April 30, 2026 (p. 43(3)(d)); and
- evicting the Tenant from the rental premises on May 1, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer