

IN THE MATTER between **NRR**, Applicant, and **ST**, 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:

NRR

Applicant/Landlord

-and-

ST

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KZ, representing the Applicant
SM, representing the Applicant
DO, witness for the Applicant
ST, representing the Respondent

Date of Decision: April 18, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against ST as the Respondent/Tenant was filed by the Rental Office on March 20, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail and signed on April 1, 2026.

The Applicant alleged the Respondent breached a previous order issued to not cause disturbances, impaired the safety of the Landlord or other tenants within the residential complex, and to caused disturbances. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for April 14, 2026, upon request of the Respondent the hearing was rescheduled. The notice was sent to Applicant by email and deemed served on April 13, 2026. The Respondent was served notice of the rescheduled hearing by registered mail and deemed served on April 15, 2026. The rescheduled hearing took place on May 14, 2026, by three-way teleconference. SM and KZ appeared to represent the Applicant. DO appeared as a witness for the Applicant. ST appeared to represent the Respondent. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

Preliminary matters

A portion of the evidence submitted by the Applicant had previously used in an earlier application for which an order was issued. The Rental Officer advised the parties that the evidence is not weighed as part of the application but is used only to establish a pattern of behaviour.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from July 1, 2019 to June 30, 2020. The tenancy was renewed and begin from March 1, 2026, until February 3, 2027. The tenancy agreement and renewal is signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #18511, dated March 10, 2025, required the Respondent to comply with their obligation to pay rent on time in the future and comply with their obligation not to disturb the Landlord or other tenants' possession or enjoyment of the rental premises or residential complex, and not to breach that obligation again.

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 45(1) of the Act, states, in a written tenancy agreement, when a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Sections 5 and 6 of Schedule "A" of the tenancy agreement refers to agreed upon rules and regulations in regards to disturbances:

- Section 5 states, a tenant is not permitted to cause disturbances in the way of stereos, parties or any other loud noises after the hour of 11:00 p.m. on Fridays and Saturdays and after the hour of 10:00 p.m. on any other day of the week.
- Section 6 states, visitors are responsibility of the tenant and, thereafter, should be reminded before leaving the premises that vandalism or disturbances will cause action to be brought against the tenant.

I find the obligations outlined under Schedule "A" to be reasonable and to the benefit of the Tenant, the Landlord and other occupants of the residential complex.

Subsection 68(2) of the Act, allows when there is an application for termination of the tenancy agreement or an eviction, a tenant may raise any issue that could be subject of an application under the Act, and if the rental officer may considers it to be appropriate in the circumstances, can make an order on that issue.

The Landlord's representative testified the Tenant's disruptive and aggressive behaviour impacted the Landlord and other tenants' safety and quiet enjoyment of the rental premises and residential complex and operations of the residential complex itself. The Landlord stated, the Tenant had multiple opportunities to address the behaviour. The Landlord stated incidents have been ongoing for an extended period of time. Incidents included repeated disturbances, verbal abuse, aggressive behaviour towards the Landlord's staff and security personnel, excessive and abusive email correspondence. The Landlord's representative testified the Tenant repeatedly banged on walls, intimidated other tenant's and acted aggressively with both contractors and staff. The Landlord's representative also stated the conduct took place both during the day and quiet hours. Multiple tenants reported ongoing disturbances by the

Tenant, as a result, advised the Landlord that they were considering moving from the residential complex. The Landlord's representative also testified that security personnel documented reports of building residents feeling unsafe, to the extent that some residents were carrying personal protection. The Landlord claimed the Tenant's activities impacted multiple floors within the residential complex. The Landlord's representative stated that staff raised safety concerns during inspections of the rental premises itself. The Landlord's representative spoke to the actions between a representative and the Tenant related to the previous order, in which RCMP was called to attend. The Landlord's representative again noted the Tenant's conduct affected the Landlord's operations of the residential complex. To support the claim was a correspondence ledger, video footage from security and another tenant, a text message correspondence from a resident to the Landlord, warning notices, emails, an entry notice, and a security report dated March 4, 2025.

In response to the claim, the Tenant stated they had not interfered with the Landlord's required pest control activities, and denied having such activities. The Tenant denied that either they or their child pounded on the walls. The Tenant spoke to shared walls. The Tenant stated that they had experienced ongoing issues with one of their neighbours for an extended period of time and, as of December 30, 2026, began maintaining records of noises within the residential complex. The Tenant testified that a staff member of the Landlord contacted them regarding ending the tenancy due to their behaviour. The Tenant further stated that they met with a staff member of the Landlord concerning eviction and advised the staff member that renovations were taking place in another unit during non-regular working hours. According to the Tenant, the staff member responded that they should not be concerned, as the work being performed was not authorized and was under investigation. The Tenant also testified that they received a written apology from a RCMP member for their actions in relation to the previous order, whereas the Landlord had not acknowledged the error nor apologised. The Tenant spoke to an evicted tenant or their guests causing disturbances within the residential complex. The Tenant also spoke to the building being insecure and non-residents gaining access. The Tenant acknowledged that their behaviour toward security personnel was inappropriate. The Tenant spoke to an incident in which a security guard allegedly threatened that the Tenant would go to jail and, while walking past the rental premises, uttered an unpleasant remark about the Tenant; they contacted the security provider regarding the incident but did not receive a response. The Tenant again acknowledged they responded poorly when interacting with security personnel. The Tenant pointed to incidents of disturbances related to another unit. The Tenant pointed to RCMP attendance at another unit and an arrest. The Tenant pointed to their photo evidence. The Tenant also spoke to an incident in which the security provider did not provide assistance after the Tenant has been locked out. The Tenant noted

security, nor RCMP directly attended their rental premises, nor was their recent reports submitted as part of the Landlord's claim. The Tenant questioned a random inspection of the rental premises. The Tenant stated they are looking for alternative living accommodations.

To support their response, submitted into evidence was the RCMP apology letter, a personal journal from December 30, 2025 through May 8, 2026, photos, a written but unsigned statement from the Tenant's child.

The Rental Officer reviewed the list of complaints and issues recorded by the Landlord in regards to the Tenant. The Rental Officer questioned the basis for the monthly inspections. In response, the Landlord's representative stated that when complaints of pests are received, they inspect the unit in question, neighbouring units and may also inspect the residential complex as a whole to address a possible infestation. The Landlord's representative noted that the frequency of inspections may vary depending on reports of pests. The Rental Officer referred to the Landlord's right to inspect and to enter a rental premises to carry out their duties, as the Landlord is obligated to maintain the rental premises and residential complex in a state of good repair and fit for habitation. The Tenant acknowledged the Landlord's responsibility. The Rental Officer also noted the notice of inspection could have provided more information on reasoning for the inspection.

The Rental Officer questioned video evidence from 5:30 a.m. on January 13, 2026, of knocking on the wall. The Landlord's representative confirmed the banging was from a wall connected to the Tenant's rental premises. The Tenant denied tapping on the wall, and sound can carry through walls.

The Rental Officer noted the security provider footage dated January 22, 2026, where the Tenant's language was both inappropriate and loud. The Tenant acknowledged they were inappropriate and stressed. The Rental Officer pointed out to the parties that security personnel are considered agents of the Landlord and actions taken by the Tenant can be deemed a disturbance against the Landlord. It was also pointed out to the Tenant when talking loud or aggressive in the residential complex, it can be deemed as a disturbance against other tenants. The Tenant acknowledged the issue.

The Rental Officer spoke to the comments claimed by the Tenant of the security personnel being inappropriate and as security personnel are agents of the Landlord, the comments made can be deemed a disturbance to the Tenant. The Landlord's agent acknowledged the issue. The Rental Officer also pointed to renovations being done late at night can be a disturbance to the Tenant as well. The Rental Officer questioned and the Tenant stated that they physically

observed people working in another unit in later hours of the evening, after questioned, the work stopped. The Tenant stated this was the source of a complaint received, to which they contacted the Landlord. The Rental Officer questioned and the Landlord's representative testified that work is only done during regular working hours. The Landlord's witness confirmed that there are no reports of disturbances related to work being done after regular working hours by staff or contractors.

In closing the Landlord requested the tenancy to end, and the Tenant denied the disturbances and acknowledged their behaviour was inappropriate and would comply with their obligations not to cause disturbances.

In review of the evidence and testimony provided by the parties. I find the Tenant was aggressive and inappropriate in communications with the Landlord's staff and their agents both orally and in email correspondence. I note in the video evidence, the Tenant was overly loud in the common area of the residential complex and knocking on the wall to the adjacent unit was not an echo from within the residential complex.

I also find the Landlord breached their obligation to not disturb the Tenant's quiet enjoyment of the rental premises as shown by the RCMP's letter of apology. I also note the Tenant wrote multiple emails to the Landlord's representative, without response. I find the Landlord's claim of harassing emails could have been eliminated if the Landlord had taken the time to respond and explain the situation.

Based on the evidence and testimony, I find both parties disturbed each other's quiet enjoyment of the rental premises and residential complex.

Termination of the tenancy agreement and eviction

The Rental Officer noted the application cited the Tenant was provided a 10-day notice of termination in accordance with paragraph 54(1)(d) of the Act. The Rental Officer questioned and confirmed no notice of termination was issued. As no notice was given, the tenancy is not terminated under paragraph 54(1)(d).

As both parties have caused disturbances to each other's quiet enjoyment, I find it inappropriate at this time to terminate the tenancy agreement between the parties. However, should the Tenant breach their obligation not to cause disturbances, it is reasonable to expect the Landlord will seek termination of the tenancy agreement and eviction in the future.

Orders

An order will be issued:

- 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)); and
- requiring the Landlord to comply with their obligation not to disturb the Tenant's possession or enjoyment of the rental premises or residential complex and not to breach that obligation again (p. 34(2)(a), p. 34(2)(b)).

Jerry Vanhantsaeme
Rental Officer