

IN THE MATTER between **HNT**, Applicant, and **KS**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

KS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 29, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CK, representing the Applicant

Date of Decision: May 1, 2026

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against KS as the Respondent/Tenant was filed by the Rental Office on March 24, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by registered mail on March 27, 2026.

The Applicant alleged the Respondent failed to pay rent, accrued arrears and caused disturbances, impaired the safety of the landlord and other tenants within the residential complex. An order was sought for payment of arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for April 29, 2026, by three-way teleconference. CS 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 the Respondent's absence. I reserved my decision for the Applicant to provide supporting information and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties starting August 22, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #18293, dated June 27, 2024, required the Respondent to pay \$688.38 in arrears, pay rent on time in the future, pay \$315 for costs related to lockouts, graduated termination and eviction based on not causing disturbances and paying the monthly rent and \$100.00 per month towards the arrears until paid in full from July to September 2024. Eviction date was conditional on whether the Respondent breached these terms. If the tenancy was terminated, the respondent would be required to compensate the Applicant for use and occupation at a rate of \$54.67 per day, to a maximum of \$1,625.00 per month.

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, resulting in the accumulation of arrears. To support the claim was a lease balance statement, associated notes, and four letters to the Tenant from October 27, 2025 to February 27, 2026.

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 had a zero or positive balance was in August 8, 2025. At the time of the application the monthly rent was \$80.00, and the balance owed was \$560.00. The arrears balance equated to over seven months of unpaid rent.

The Landlord's representative testified on March 20, 2026, the arrears were paid in full.

Upon request on April 29, 2026, the Landlord provided an updated statement which indicated the Tenant addressed the arrears related to the application by the date outlined in the February 27, 2026 Letter. However, the Tenant had not paid the rent for April 2026, in the amount of \$80.00.

I am satisfied the Tenant failed to pay rent as required by the tenancy agreement, resulting in the accumulation of arrears in the amount of \$80.00.

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.

Subsection 12(c) of the written tenancy agreement contains a provision which refers a tenant's obligation not to disturb the landlord and other tenants' possession or enjoyment of the rental premises or residential complex.

The Landlord claims the Tenant or their guests caused disturbances. To support the claim were associated notes and multiple letters sent to the Tenant between October 20, 2025, and March 16, 2026. Letters pointed to yelling in the common areas while intoxicated, banging, unauthorized persons having the Tenant's keys, fighting and partying, loud music, and smoking in a non-smoking designated building. It was noted there were RCMP visits to the rental premises in relation to the disturbances.

The Landlord's representative testified since the application was filed, there was another incident and the Tenant was served a noise/disturbance letter. It was also confirmed the residential complex was designated as a non-smoking building under the "house rules".

Upon request, copies of documents supporting the Landlord's testimony regarding the reported disturbance were provided.

In review of the evidence provided, I note:

- October 20, 2025: Termination notice of indeterminate tenancy agreement letter - referencing the Tenant was causing disturbances by being intoxicated, yelling and swearing. The letter referenced section 12(c) of the tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for November 28, 2025;
- October 30, 2025: Termination notice of indeterminate tenancy agreement letter - referencing the Tenant was causing disturbances by being intoxicated, yelling and swearing, with the RCMP visiting the rental premises. The letter also reference section 12(c) of the tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for November 28, 2025;
- December 12, 2025: Termination notice of indeterminate tenancy agreement letter - referencing unauthorized people having keys to the rental premises and disturbed other tenants. The letter also reference section 12(c) of the tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for January 30, 2026;
- December 15, 2025: Termination notice of indeterminate tenancy agreement letter - referencing partying and fighting at the rental premises; the RCMP's visit at the rental premises. The letter also reference section 12(c) of the tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for January 30, 2026;
- January 23, 2026: First warning letter - regarding partying and drinking, disturbing other tenants;
- January 29, 2026: Final warning letter - regarding intoxication, yelling, fighting, loud banging and RCMP attending the rental premises. The letter also pointed to section 12(c) of the tenancy agreement;
- February 13, 2026: Termination notice of indeterminate tenancy agreement letter - referencing the termination of the tenancy agreement on March 31, 2026, because the Tenant was causing disturbances by partying, yelling, loud music and smoking in the rental premises. The letter also referenced section 12(c) of the tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for March 31, 2026; .../5

- February 16, 2026: Termination notice of indeterminate tenancy agreement letter - referencing the termination of the tenancy agreement on March 31, 2026, because the Tenant was causing disturbances by partying, yelling, loud music and smoking in the rental premises. The letter also reference section 12(c) of the tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for March 31, 2026;
- March 16, 2026: Termination notice of indeterminate tenancy agreement letter - referencing the termination of the tenancy agreement on April 30, 2026, due to a reported incident on March 13, 2026, where the Tenant and their guests were fighting and yelling in a building common area, and RCMP attended;
- March 19, 2026: associated notes which recorded incidents of disturbances;
- April 10, 2026: caretaker report of the Tenant being intoxicated, yelling with 3-4 guests in the rental premises. RCMP attended the rental premises; and
- April 13, 2026: Termination notice of indeterminate tenancy agreement letter referencing the April 10, 2026 incident. The letter also referenced section 12(c) of tenancy agreement and required the Tenant to vacate, with an exit inspection scheduled for April 30, 2026.

I 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

Subsection 51(5) of the Act allows the landlord of subsidized public housing to terminate a month-to-month tenancy by giving at least 30-days written notice. Subsection 51(5) does not require an application to a Rental Officer for an order to terminate a tenancy, nor does it require a reason to terminate the tenancy. However, subsection 55(3) does require the landlord to give written notice to terminate the tenancy, including the reason for termination of the tenancy.

Subsection 54(1) of the Act provides for a landlord to give a tenant at least 10-days' written notice to terminate the tenancy agreement for multiple reasons such as: (a) a tenant repeatedly disturbing the landlord and other tenant's quiet enjoyment of the rental premises or residential complex; (f) safety of the landlord and other tenants of the residential complex has been impaired by an act or omission of the tenant or persons permitted in or on the rental premises or residential complex by the tenant; or (g) the tenant has repeatedly failed to pay the full amount of rent or to pay the rent on the dates specified in the tenancy agreement.

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.

An application to a Rental Officer is required for an eviction order under section 63 of the Act, but subsection 63(5) authorizes a Rental Officer to reinstate a tenancy that was terminated under subsection 51(5) when they determine the request for eviction is unjustified. This would mean the Rental Officer must first determine the reasons for the tenancy to be terminated are justified under subsection 51(5).

The Rental Officer questioned issuing the letters, as it was unclear exactly which legislation they were applied to. The Landlord's representative testified that, at some times, letters are prepared and not always verified. I find the letters contained insufficient information to justify terminating the tenancy agreement.

However, I find the Tenant breached their obligation to pay rent as required under the Act and the tenancy agreement, but had addressed the arrears within the time line given by the Landlord. I also find the Tenant breached their obligation not to cause disturbances even after multiple warnings and attendance by the RCMP. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified for disturbances alone.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$80.00 in rental arrears (p. 41(4)(a));
- requiring the Tenant pay rent on time in the future (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 must not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement between the parties on June 7, 2026 (p. 43(3)(d)); and
- evicting the Tenant from the Rental Premises on June 8, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer