

IN THE MATTER between **HNT**, Applicant, and **AM**, 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 Deline in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

AM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 7, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: DK, representing the Applicant
Date of Decision: May 7, 2026

REASONS FOR DECISION

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

The Applicant alleged the Respondent failed to pay rent, accrued arrears, caused disturbances, committed or allowed illegal activities at the rental premises. An order was sought for arrears, pay future rent, termination of the tenancy agreement and eviction.

A hearing was scheduled for May 7, 2026, by three-way teleconference. DK appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent did not appear after receiving sufficient notice, pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Entered into evidence was a month-to-month tenancy agreement between the parties for subsidized public housing commencing May 1, 2012. The tenancy agreement was signed by all parties.

The Applicant testified the Respondent is over accommodated in their housing.

A Rental Officer Order was issued with a termination date of August 31, 2024, and eviction date of September 1, 2024. Evidence presented established that Applicant did not proceed with the termination and eviction. I am satisfied the Applicant reinstated the tenancy.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #18199, dated July 17, 2024, required the Respondent to pay \$6,836.80, terminate the tenancy agreement on August 31, 2024 and evict the Respondent from the rental premises on September 1, 2024.

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 accrued arrears. To support the claim was a lease balance statement, and arrears notices dated January 6, 2026, and February 3, 2026.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated 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 June 1, 2022. At the time of the application the monthly rent was \$70.00, and since the previous order was issued, the Tenant accrued \$790.00 rental arrears. The arrears balance equated to over 11.25 months of unpaid rent.

On May 5, 2026, the Landlord provided an updated statement, showing the Tenant continued not to pay rent. The Rental Officer questioned and the Landlord's representative testified they sent the updated statement to the Tenant by registered mail at the same time as being provided to the Rental Officer. As the statement was not served in accordance with the Act. The increase in arrears is not taken into account.

I am satisfied the lease balance statement accurately reflects the current state of the rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated a rental arrears balance of \$790.00.

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 of the written tenancy agreements contains a provision which 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 19 of the current tenancy agreement refers to the Tenant, occupants or guest, not to participate in, or carry out 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 claimed the Tenant disturbed the Landlord and other tenants' quiet enjoyment and allowed illegal activities to occur in the rental premises. In support of this claim, the Landlord submitted anonymous letters dated May 5, 2025, and February 20, 2026; a letter from the Landlord to the Tenant dated February 12, 2026; a letter from the RCMP dated February 19, 2026; and two photographs.

The Landlord's representative spoke about receiving complaints on the Tenant's activities, a letter from the Landlord to the Tenant regarding issues and RCMP attendance at the rental premises.

In review of the evidence, the Rental Officer noted:

- May 5, 2025, an anonymous writer brought forward a concern that the Tenant was a known drug dealer;
- February 12, 2026, letter from the Landlord, regarding safety concerns and discharge of a firearm;
- February 19, 2026, letter from the RCMP, which indicated between August 10, 2025 and February 10, 2026, they attended the rental premises 10 times for various reasons; and
- February 20, 2026, an anonymous tenant raised concerns about illicit drug users frequenting the rental premises, creating personal safety concerns. The letter also stated that the RCMP attending the rental premise on February 9, 2026, following the discharge of a firearm.

The Act does not require the same burden of proof as the courts for establishing illegal activities. However, there must still be sufficient evidence on a balance of probabilities that illegal activities occurred and that the Tenant was responsible for or permitted those activities in the rental premises or residential complex. Based on the evidence, specifically the RCMP letter, I find that, on a balance of probabilities, the Tenant 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, the Tenant's repeated failure to pay rent on time or in full, together with the accumulated rental arrears, is sufficient grounds to

terminate the tenancy agreement. I am also satisfied that, on a balance of probabilities, illegal activities occurred at the rental premises and caused disturbances. I am satisfied the request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$790.00 in rental arrears (p. 41(4)(a));
- requiring the Tenant to not disturb the Landlord or other tenant's quiet enjoyment of the rental premises (p. 42(3)(a));
- 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 (p. 46(2)(a));
- terminating the tenancy agreement between the parties on June 14, 2026 (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c)); and
- evicting the Tenant from the rental premises on June 15, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer