

IN THE MATTER between **HRMHPL.**, Applicant, and **CD**, 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 Hay River in the Northwest Territories**;

BETWEEN:

HRMHPL.

Applicant/Landlord

-and-

CD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 26, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TR, representing the Applicant

Date of Decision: May 26, 2026

REASONS FOR DECISION

An application to a rental officer made by HRMHPL. as the Applicant/Landlord against CD as the Respondent/Tenant was filed by the Rental Office on April 13, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on May 14, 2026, and was also served by email, which was deemed served on May 17, 2026.

The Applicant alleged the Respondent failed to pay rent, did not adhere to a repayment agreement, accrued arrears and caused disturbances. An order was sought for the Respondent to comply with obligations of the tenancy agreement, pay future rent on time, termination of the tenancy agreement and eviction.

A hearing was scheduled for May 26, 2026, by three-way teleconference. TR appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent was served with 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 documentation to their testimony and to review the evidence and testimony.

Tenancy agreement

Entered into evidence was a fixed term tenancy agreement from August 1, 2024, to July 31, 2025. The tenancy was renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties.

The tenancy agreement contained a provision to charge a penalty for rent paid over 45 days. The Act does not allow for a Landlord to set a payment penalty greater than that outlined under the *Residential Tenancies Regulations*, and therefore not enforceable.

Previous orders

Rental Officer Order #18646, dated August 1, 2025, required the Respondent to comply with their obligation not to disturb the Landlord and other tenants' possession or enjoyment of the rental premises or residential complex and not breach that obligation again. The Order also required the Respondent 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 premise or residential complex and not breach that obligation again. The Order further provided for a graduated termination of the tenancy agreement and eviction based on the Respondent or their guests to not cause disturbances. If disturbances were reported to the Applicant and verified as caused by the Respondent or their guest, the Applicant could proceed with eviction.

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 on time and in full, resulting in the accumulation of arrears. To support the claim, entered into evidence was a tenant statement, a signed repayment agreement dated December 20, 2025, and an email chain dated January 22, 2026, between the parties detailing another proposed plan submitted by the Tenant to address the outstanding rental arrears.

The tenant 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 monthly rent charge was \$1,320.00 and the last time the Tenant had a zero balance on the rent account was May 8, 2025. The statement also indicated the Tenant breached the December 20, 2025, arrears payment agreement and the proposed repayment plan submitted to the Landlord in the January 22, 2026 email chain.

The Landlord's representative testified the Tenant breached the conditions of both the December 2025 and January 2026 repayment plans, failed to pay the full rent for March 2026, and made no payments toward the rent for April and May 2026. The Landlord further noted that the arrears had increased to \$7,500.00

Upon request, the Landlord provided a copy of the updated tenant statement confirming the balance of the rent account at the time of the hearing.

I am satisfied the tenant 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 as of May 26, 2026, accumulated arrears in the amount of \$7,500.00.

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 6(g) 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.

The Landlord's representative claimed the Tenant repeatedly disturbed the Landlord and other tenants' possession and quiet enjoyment of the rental premises and rental complex. To

support the claim, entered into evidence were 2 emails dated February 13, 2026, and an email dated March 7, 2026, from tenants regarding disturbances, notice letters dated February 13, 2026, and March 10, 2026, regarding the reported disturbances, photographs and a March 23, 2026, email from the Tenant explaining the circumstances related to the disturbances.

On May 14, 2026, the Landlord submitted notices received from other tenants regarding disturbances caused by the Tenant, and video evidence showing RCMP in attendance at the residential complex. The photographs and video showed the Tenant being escorted from the residential complex by the RCMP.

On May 21, 2026, the Landlord submitted an email from the RCMP containing police file numbers related to the Tenant in relation to the rental premises. The email indicated on:

- May 14, 2026, the RCMP opened four files (two for mischief; one for an impaired driving complaint; and one for a noise complaint);
- May 16, 2026, the RCMP opened two files for mischief; and
- May 19, 2026, one file was opened for assault.

The Landlord's representative testified that the Tenant complied with previous order to avoid termination of the tenancy agreement. However, had since caused further disturbances. The Landlord's representative spoke to receiving complaints from other tenants. The Landlord's representative also spoke to the photo and video evidence and the receipt of information from the RCMP in regards to attendance at the rental premises.

Based on the evidence and testimony, I am satisfied there has been repeated pattern of disturbances occurring at the rental premises and rental complex caused by the Tenant.

Termination of the tenancy agreement and eviction

I find the Landlord's request for termination of the tenancy agreement and eviction to be justified on based on the Tenant's failure to comply with their obligation to pay rent and for causing disturbances to both the Landlord and other tenants within the residential complex.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$7,500.00 (p. 41(4)(a));
- 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 not breach that obligation again (p. 43(3)(a), p 43(3)(b));
- terminate the tenancy agreement between the parties on June 30, 2026 (p. 41(4)(c), p. 43(3)(d)); and
- evicting the Tenant from the rental premises on July 1, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer