

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

IN THE MATTER OF the *Residential Tenancies Act*, RSNWT 1988, c R-5, as
amended;

AND IN THE MATTER OF a decision of Janice Laycock dated August 13, 2025

BETWEEN:

PAUL GUYOT

Appellant

-and-

HOUSING NWT and YELLOWKNIFE HOUSING AUTHORITY

Respondents

MEMORANDUM OF JUDGMENT

OVERVIEW

[1] The Appellant, Paul Guyot, has a tenancy agreement with the Respondent, Yellowknife Housing Authority, commencing on November 8, 2023. The tenancy is for premises located in Yellowknife, NT. The Respondent, Housing NWT, was incorrectly named and did not participate in the proceedings. In this decision, when I refer to Respondent, I am referring to the Yellowknife Housing Authority.

[2] On July 2, 2025, the Respondent filed an application with the Rental Office seeking an order for rental arrears, termination of the tenancy and an eviction order pursuant to the *Residential Tenancies Act*, RSNWT 1988, c R-5 (the “*Act*”).

[3] On August 13, 2025, the Rental Officer provided her Reasons for Decision. On August 15, 2025, the Rental Officer made an order directing the payment of arrears of \$706, terminating the tenancy as of August 31, 2025 and evicting the Appellant as of September 2, 2025.

[4] The Appellant appeals from the Rental Officer's decision. For the reasons that follow, I dismiss the appeal.

BACKGROUND HISTORY

[5] The Appellant entered into a lease agreement with the Respondent on November 23, 2023 for premises located in Yellowknife (the "premises"). The premises are for subsidized housing, with the tenant paying market rent, however, having a subsidy applied to that market rent dependent on income. It is also noteworthy that the premises are located within a senior citizens' facility.

[6] A review of the Record filed reveals that there were challenges soon after the lease agreement was signed with payment of rent and disturbances to others. As early as May 2024, the Appellant had rental arrears. Starting in October 2024, there were complaints received from other tenants of the facility about noise and disturbances.

[7] On November 19, 2024, the Respondent met with the Appellant to discuss the "multiple complaints" received about noise and intoxicated guests in the Appellant's premises. During the meeting, the Appellant admitted that he often has friends over who stay late and that, when they are drinking, there can be arguments. He also admitted that young girls come to his place and drink but said that sometimes they were already intoxicated when they arrived.

[8] During the meeting on November 19, 2024, the Appellant was warned about having disruptive people in the facility given that it was a senior citizens' facility. He was advised that if these behaviours continued, the Respondent would file for eviction.

[9] Despite these warnings, problems continued. Notes filed by the Respondent for the rental hearing reveal that complaints continued regarding disturbances. Concerns were also expressed that people were allowed to enter the Appellant's premises through the window and that, once they entered the building, they loitered in the hallway, disturbing other tenants.

[10] A further meeting occurred between the Appellant and Respondent on April 10, 2025 and the Appellant was again warned about his guests causing disturbances.

[11] In May and June, 2025, the Respondent continued to receive complaints. On June 13, 2025, the Respondent sent the Appellant a "final notice" letter, warning him that there were complaints about loud noise, frequent parties, high foot traffic, suspected drug related activity and intoxicated behaviour associated with people in

the Appellant's premises. It was noted that the entry of people through the window and people knocking loudly on his window were of particular concern as those actions were disruptive, created safety concerns and significantly disturbed the quiet enjoyment of other tenants.

[12] On the same day, the Respondent also sent the Appellant a "lease termination warning" regarding the outstanding rental arrears which were then at \$1,046.

[13] The Respondent applied for an order terminating the tenancy and evicting the Appellant on July 2, 2025. The Appellant was served by email on July 4, 2025. Service by email is permitted by s 4 of the *Residential Tenancies Regulations*, R-052-2010.

[14] The rental hearing was held on August 13, 2025. The Appellant did not appear. At the hearing, the Rental Officer heard from three witnesses; being two employees of the Respondent who were responsible for managing the facility and another tenant of the facility who had personally observed disturbances.

[15] All three witnesses called by the Respondent had direct knowledge of the disturbances alleged by the Respondent. One witness testified that one of the Appellant's guests had been sleeping in the laundry room and he had observed the Appellant trying to wake her up. The same witness also testified that he had personally observed many people coming in and out of the window, and that, on occasion, the Appellant's guests would kick at the Appellant's door to get into the Appellant's premises.

[16] That same witness also testified as to his belief that the Appellant was selling drugs out of his premises, however, that witness did not have any direct evidence of illegal activities.

[17] The Rental Officer delivered her decision on August 13, 2025 and her Order on August 15, 2025. The Rental Officer ordered that the tenancy be terminated as of August 31, 2025 and that the Appellant be evicted as of September 2, 2025. She also directed that the Appellant pay arrears of \$706.

[18] The Appellant filed an appeal of the Rental Officer's decision on August 27, 2025. As grounds for his appeal, the Appellant asserted that the Rental Officer's decision was based on false allegations with no proof. He also asserted that the decision was "mainly an attack from one individual who creates lies and false incidents".

[19] On September 5, 2025, the Rental Officer's order was stayed by this Court pending the hearing of the appeal.

[20] On October 30, 2025, the Respondent submitted further evidence of ongoing disturbances in the premises. An employee of the Respondent advised that they had received a complaint on September 18, 2025 regarding individuals using the window to get into the Appellant's premises and surmised that the Appellant was selling drugs. The employee also advised that the RCMP had been called to the Appellant's premises to address the issue of an intoxicated guest in the Appellant's premises.

[21] Prior to the appeal being heard, the Appellant filed an affidavit in which he disputed that there was any illegal activity occurring on the premises, that his guests disturbed others, that any of his guests ever sleep in the laundry area, and asserted that it was an untruth that he jammed an outside door open in order to let people into the building. In essence, he described all the evidence as fabricated.

[22] The Appellant's appeal was heard on January 30, 2026. During the appeal hearing, the Appellant maintained that the evidence before the Rental Officer was false and that, while he was a social person, his guests did not disturb others. He took particular exception to the allegations of illegal drug dealing and having underaged girls drinking in his premises.

ISSUE ON APPEAL

[23] This appeal raises a single issue; namely, did the evidence before the Rental Officer support the Rental Officer's decision to terminate the tenancy and issue an eviction order?

LEGAL FRAMEWORK

[24] This appeal is governed by the *Act*. The *Act* places obligations on tenants to pay rent, and to not disturb the landlord's or other tenants' possession or enjoyment of the rental premises.

[25] If the Rental Officer finds a breach of tenant obligations, there are several orders the Rental Officer may issue to address the breach, including terminating the tenancy and evicting the tenant: ss 41(e) and 43(3).

LEGAL ANALYSIS

The standard of review

[26] Section 87 of the *Act* allows for an appeal of the decision of a rental officer to the Supreme Court of the Northwest Territories. The *Act* does not prescribe an appellate standard of review. In *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 [*Vavilov*] the Supreme Court of Canada clarified the law with respect to standards of review for judicial reviews and statutory appeals.

[27] In *Vavilov*, the Court held that where there is a statutory right of appeal of an administrative decision and where no standard of appeal is prescribed in the legislation, the appellate standards of review which were stated in *Housen v Nikolaisen*, 2002 SCC 33 apply. If the issue on appeal is a question of law, including questions of statutory interpretation and the scope of the decision maker's authority, the standard of review is correctness. If the issue on appeal is a question of fact or mixed fact and law where the legal principle is not readily extricable, the standard of review is palpable and overriding error, which is an error that can be plainly seen. The *Vavilov* principles have been applied in the residential tenancies' context in the Northwest Territories: see *St Croix v Yellowknife Housing Authority*, 2021 NWTSC 31 at paragraph 18 and *Crozier v Northview Fund*, 2024 NWTSC 7 at paragraph 6.

[28] The issue of whether the Rental Officer erred in her consideration of the evidence, as the Appellant asserts, is a question of fact for which the standard of review is the more deferential standard of palpable and overriding error. See *Crozier and Mantla v Behchoko Ko Gha K'aodee*, 2024 NWTSC 11.

Does the evidence support the Rental Officer's decision to terminate the tenancy and issue an eviction order?

[29] As noted above, for the Appellant to succeed on this ground he must establish that the Rental Officer made a palpable and overriding error in her assessment of the evidence. To determine whether the Appellant has met this high threshold, an assessment of the evidence and findings of the Rental Officer is required.

[30] As a preliminary issue, although not raised by the Appellant, I will address the fact that the hearing proceeded seemingly in the Appellant's absence. The Appellant was properly served with notice of the rental hearing and it was appropriate that the hearing proceed in his absence. At the hearing of the Appellant's appeal, he disclosed, for the first time, that he was present by phone at the rental hearing, however, did not speak up as he was afraid to do so. I find his explanation for not participating puzzling. There was nothing about his demeanour during the appeal proceedings to suggest that the Appellant was timorous or afraid to speak. He took great exception to the allegations regarding illegal conduct and clearly expressed his

views to the Court on those allegations during the course of the appeal. I find it inconceivable that he would have been present by phone for the rental hearing and not spoken up when those allegations were initially made during the rental hearing.

[31] Nonetheless, if there were procedural fairness issues raised by the Rental Officer conducting the hearing in the Appellant's absence, the Appellant's own words during the appeal proceedings confirm that he not only knew about the rental hearing but could have participated in the rental hearing had he chosen to do so.

[32] On the issue of whether the evidence justified the order sought, the Appellant's position is that the case against him is largely based on the evidence of a single person who dislikes him and who, accordingly, gave false evidence before the Rental Officer. He also suggests that the arrears are modest and do not justify the drastic remedy of terminating the tenancy.

[33] A review of the Record does not support the Appellant's position.

[34] Firstly, the Respondent called three witnesses, each with personal knowledge of disturbances. Each witness gave vivid testimony of observing behaviour which reasonably could be viewed as disturbing to other tenants. The evidence before the Rental Officer was not isolated to the evidence of one person. Moreover, the patterns of behaviour and concerns noted by each witness were consistent.

[35] In addition to having three witnesses with personal knowledge of the disturbances, the evidence of the Respondent is that the disturbances continued over a long period of time and that the Respondent was warned that a continuation of the incidents would lead to his tenancy being terminated. The events described se persisted over many months despite repeated warnings.

[36] Moreover, the evidence before me is that these disturbances continued even after the Rental Officer made her decision. The Rental Officer's order did not appear to deter the Appellant.

[37] With respect to the Appellant's denial of illegal activity, I note that the Rental Officer stated in her Reasons for Decision that she was not convinced by the evidence that the Appellant was selling drugs. There is nothing to suggest that the Rental Officer's decision was influenced by concerns of illegal activity. Indeed, the Rental Officer's primary concern was for the safety of others within the facility. She expressly notes that residents of the facility may be very vulnerable and that they had a right to quiet enjoyment and to not feel threatened or unsafe in their home.

[38] With respect to the rental arrears, there was evidence of arrears before the Rental Officer. The Appellant does not deny that there are rental arrears, however, he attempts to minimize the significance of those arrears by pointing to the relatively modest amount of the arrears. However, his argument fails to recognize that it is a term of his lease, and an obligation under the *Act*, that he pay his rent on time. Further, given his low monthly rent, the accumulated arrears represent several months of rental arrears. The arrears are only modest because the Appellant is paying a very low amount of rent. Furthermore, he had been previously warned about the rental arrears prior to the Respondent pursuing their application before the Rental Officer.

CONCLUSION

[39] In all the circumstances, the Appellant has failed to discharge the burden on him to establish that the Rental Officer erred in her consideration of the evidence.

[40] I dismiss the appeal. I renew the Eviction Order and direct that the Appellant vacate the premises no later than March 6, 2026.

Sheila M. MacPherson
J.S.C.

Dated in Yellowknife, NT this
16th, day of February, 2026

Counsel for the Appellant:	Self-represented
Counsel for the Respondent:	Jared Lane

NWT Housing did not participate.

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