

IN THE MATTER between **NTHC**, Applicant, and **JG**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

JG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 5, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
JG, Respondent

Date of Decision: June 5, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA as the Applicant/Landlord against JG as the Respondent/Tenant was filed by the Rental Office April 30, 2019. 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 May 16, 2019.

The Applicant alleged the Respondent had committed two illegal acts in the residential complex. The Applicant had issued the Respondent a notice to terminate the tenancy agreement and sought an order for eviction and for compensation for use and occupation of the rental premises.

A hearing was scheduled for June 5, 2019, by three-way teleconference. AS appeared representing the Applicant. JG appeared as Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 14, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Illegal activities

Section 46 of the Act prohibits tenants from committing illegal acts or permitting illegal acts to be committed in the rental premises or residential complex.

Section 20 of the written tenancy agreement prohibits tenants from committing illegal activities in the premises or residential complex and cites illegal activities of a serious and detrimental nature as cause for terminating the tenancy agreement.

Video evidence recorded March 23, 2019, was presented capturing the Respondent committing assault causing bodily harm on a female individual and committing assault with a weapon on another male individual. Both assaults occurred in the hallway immediately outside the Respondent's rental premises. The female individual came out of the Respondent's rental premises with the Respondent before the Respondent assaulted her. The male individual approached the Respondent's rental premises when he was assaulted by the Respondent.

The assaults were reported to the Landlord, who reviewed the video footage to verify the reports as true. The Landlord also consulted with the RCMP, who confirmed that charges were pending against the Respondent.

In response to the seriousness of the assaults, the Applicant issued a notice to the tenant under subsection 51(5) of the Act to terminate the tenancy agreement May 31, 2019. Section 51(5) of the Act provides for subsidized public housing landlords to terminate a subsidized public housing tenancy agreement by giving the tenant at least 30 days' written notice to terminate the tenancy on the last day of a period of the tenancy. A notice given under subsection 51(5) of the Act is binding.

Since the incidents in March, at least three complaints were received by the Landlord from other tenants in the residential complex. The complaints were regarding high and heavy traffic at late night and early morning hours documented as coming from and going to the Respondent's rental premises. Observations were also documented showing the Respondent's keys being repeatedly used by unauthorized persons to access the residential complex and the Respondent's rental premises. The Respondent disputed that any of the mentioned incidents caused disturbances, but the Applicant's representative testified to the complaints that were received correlating with the observations he made on the video recordings.

Regardless of whether or not any further disturbances occurred since the illegal activity, the Applicant's representative confirmed the notice to terminate the tenancy had not been revoked and that the Applicant had no intention of reinstating the tenancy. He did indicate to the Respondent that if she could demonstrate a significant change in her behaviour and lifestyle choices she may be successful at obtaining subsidized housing again in the future.

I am satisfied that the notice to terminate the tenancy agreement May 31, 2019, is valid pursuant to subsection 51(5) of the Act. I find the Respondent failed to comply with her obligation not to commit any illegal act in the residential complex, and I find the serious nature of the assaults reasonable justification for the Applicant to terminate the tenancy agreement. Because the tenancy agreement was terminated in accordance with the Act and the Respondent has not as yet vacated the rental premises, I am satisfied an eviction order is justified. I am also satisfied the requested order for compensation for use and occupation of the rental premises is justified.

Orders

An order will issue:

- evicting the Respondent from the rental premises June 10, 2019 (p. 63(4)(a)); and
- requiring the Respondent to compensate the Applicant for use and occupation of the rental premises at a rate of \$53.42 for each day she remains in the rental premises after May 31, 2019, to a maximum of \$1,625 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer