

IN THE MATTER between **NTHC**, Applicant, and **LK**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**LK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 15, 2020

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AB, representing the Applicant

**Date of Decision:** April 15, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against LK as the Respondent/Tenant was filed by the Rental Office on April 6, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by email on April 8, 2020, and deemed served on April 11, 2020.

The Applicant claimed the Respondent had attacked the front door of another rental unit in the residential complex with an axe and had threatened to kill the occupants. An order was sought for compensation for the damages, termination of the tenancy agreement, and eviction.

An expedited hearing was granted and held April 15, 2020, in Yellowknife by three-way teleconference. Janice Laycock, Rental Officer, and AB, representative for the Applicant, appeared. No one appeared representing the Respondent. As the Respondent received notice by email, deemed served on April 11, 2020, the hearing proceeded in their absence under section 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

A tenancy agreement with the Respondent for subsidized public housing was provided as evidence. The tenancy began on August 8, 2018, and continued month to month. I am satisfied that a valid tenancy agreement was in place in accordance with the Act.

#### *Termination of the tenancy agreement and eviction*

According to the evidence and testimony of the Applicant, on March 24, 2020, the Respondent attacked the entrance door to another unit in the residential complex with an axe and repeatedly threatened to kill the occupant(s) of that unit. Provided as evidence are:

- clippings of the media coverage – report of the event and response by the RCMP;
- two photographs showing damages to the door resulting in a large hole in the door; and
- two videos showing the Respondent hitting the door with an axe and repeatedly threatening to kill the occupant(s).

At the hearing the Applicant testified that they had direct knowledge that the Respondent was the person who had caused the damages and had threatened the other tenants.

As provided for in paragraph 54(1)(f) of the Act, the Applicant gave the Respondent notice of termination on March 26, 2020. The notice, titled "10 Day Lease Termination", was sent by email on March 26, 2020, and includes reasons for the termination – "incident on March 24, 2020 where you attached the door of Sunridge unit 225 and were shouting threats to the tenant(s) of that unit". The tenant was asked to have all belongings removed from the unit by the 5<sup>th</sup> of April, 2020.

At the hearing the Applicant testified that the Respondent had recently picked up the keys to the unit and said it was their intention to move out on April 14, 2020. The Applicant had attempted to contact the Respondent prior to the hearing to find out if they had moved out, but the Respondent had not responded to their calls.

I am satisfied that the Applicant has provided notice of termination as required under the Act and that termination of the tenancy agreement and eviction is justified based on the actions of the Respondent on March 24, 2020. It is not clear that the Respondent has moved out. It is clear that the Respondent's actions seriously impaired the safety of the tenants in the residential complex.

#### *Tenant damages*

The Applicant had also requested that they be compensated for the damages caused by the Respondent, however, they were unable to get a statement of costs from the property owner by the time of the hearing.

I am satisfied, based on the evidence, that there are damages caused by the Respondent to the door of the unit. The photograph shows a hole at least 5" by 12" in the door. I agreed to adjourn the hearing to a future date to deal with the damages.

#### *Orders*

An order will be issued:

- terminating the tenancy agreement on April 17, 2020, and requiring the Respondent to vacate the rental premises on that date (ss. 54(4)); and
- evicting the Respondent from the rental premises on or after April 18, 2020 (p. 63(4)(a)).

---

Janice Laycock  
Rental Officer