

IN THE MATTER between **N.T.H.C.**, Applicant, and **Y.H.**, 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 **Hal Logsdon**, Rental Officer, regarding a rental
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

Y.H.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 6, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	P.S., representing the Applicant
	D.O., witness for the Applicant
	Y.H., Respondent
<u>Date of Decision:</u>	September 7, 2022

REASONS FOR DECISION

The tenancy agreement between the parties commenced on January 15, 2021. The rental premises are subsidized public housing located in an apartment complex.

The Applicant alleged that the Respondent has breached the tenancy agreement by disturbing other tenants in the residential complex, impairing the safety of other tenants, and carrying on an illegal activity on the premises. The Applicant sought an order terminating the tenancy agreement and evicting the Respondent.

On January 25, 2021, the Applicant served a notice to the Respondent advising him that numerous complaints had been received from other tenants regarding yelling, shouting, fighting and high foot traffic in the building associated with his activity. The notice alleged that drugs were being sold in the residential complex by the Respondent.

A second notice was served on the Respondent in February 2021 advising that complaints of disturbance and alleged drug dealing had continued. The Applicant demanded that the Respondent attend their office immediately or an application would be filed seeking eviction.

On February 9, 2021, the Respondent signed a "last chance agreement" agreeing to not disturb other tenants or the landlord.

On April 12, 2021, the Applicant served the Respondent a notice of early termination pursuant to section 54 of the *Residential Tenancies Act*, setting out similar allegations outlined in the previous notices. The Applicant did not file an Application and the Respondent did not vacate the premises.

On June 22, 2022, the Respondent was served a notice alleging that two persons were residing in the apartment who were not listed on the tenancy agreement or authorized by the landlord. The notice also alleged that complaints had been received concerning drug dealing by the Respondent and his unauthorized guests. The notice advised that the Respondent was required to remove the unauthorized occupants and file an affidavit within seven days.

The current application was filed on June 23, 2022.

The Applicant provided file notes related to the tenancy agreement from January 25, 2021 to June 22, 2022. The notes include discussions held between the Applicant and Respondent, complaints from other tenants, and correspondence between the parties.

There are many complaints from other tenants related to activity at the Respondent's apartment. Complaints of persons yelling to the Respondent to open the door to the building, hanging around the hallways and building entrances, disturbing other tenants, excessive traffic at all hours of the day and night are typical and numerous in the notes.

The Applicant's witness, who provides security services to the building, provided testimony and his incident reports from April 29 - August 25, 2022 regarding the Respondent, in evidence. Most of the reported incidents and observations were initiated by telephone calls or texts from other tenants complaining of noise, persons trying to gain access to the building, or alleged drug activity.

The head landlord rents apartments to the Applicant who re-rents them as subsidized public housing. The head landlord has also expressed concern about complaints they are receiving. In an email to the Applicant, they state that they have received "disturbing complaints" and have witnessed concerning incidents in and around this unit. They suggest removing the Respondent or ensuring that he understands his behaviour will not be tolerated.

On June 6, 2022, another tenant detected smoke coming from the Respondent's apartment and called the fire department who attended the premises. It appeared that a pot was left on the stove. The apartment was occupied.

The Respondent denied causing any disturbance. He stated that he lived quietly with his three daughters and partner and was currently on a waiting list for a larger apartment. He stated that other than the noise one would expect from three young children, he did not create any noise and he was not involved in any illicit drug trade.

The Respondent accused the Applicant's employees of trying to evict him from the start of the tenancy, either by unreasonably raising his rent or accusing him of disturbances and dealing drugs. He also suggested that the complaints may have originated from only one tenant in the building. He noted that the Applicant's representative and manager had attended his apartment in April 2021 and found the apartment clean, organized, and in good order.

Conclusion

In my opinion, the evidence supports the Applicant's allegation that the Respondent repeatedly breached his obligation to not disturb other tenants in the residential complex. The Applicant's file notes, in particular, documents many occasions where complaints were received from tenants about noise and traffic to and from the Respondent's premises. The incident reports confirm that it was tenants who initiated most of the complaints regarding the Respondent and it is clear from both sources that more than a few residents of the residential complex are registering complaints. I find no reason to suspect that the Applicant has any reason to seek termination of this tenancy other than the allegations contained in the application.

While the nature of the complaints are typical to the illicit drug or alcohol trade, the evidence of illegal activities is largely hearsay and I cannot conclude that the Respondent is engaged in an illegal activity on the rental premises, nor can I conclude that the smoke incident put other tenants in any significant danger. Smoke was detected by another tenant who called the fire department. There is no evidence that there was any damage to the premises and the apartment was occupied at the time.

The Respondent has been warned since the beginning of this tenancy that disturbance of other tenants is not acceptable. In my opinion, the Applicant has been tolerant, not wishing to terminate tenancies during the COVID pandemic. However, the evidence in this matter indicates that the Respondent has paid little attention to the landlord's warnings and the disturbances have continued unabated. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue terminating the tenancy agreement on October 31, 2022 and an eviction order shall become effective on November 1, 2022.

Hal Logsdon
Rental Officer