

IN THE MATTER between **HNT**, Applicant, and **CK and AK**, Respondents.

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 **hamlet of Ulukhaktok in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**CK and AK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 15, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>SK, representing the Applicant KJ, representing the Applicant CK, the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 9, 2023</b>

### **REASONS FOR DECISION**

The tenancy agreement between the parties was monthly and commenced on February 25, 2022. The premises are subsidized public housing.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

#### **Rent**

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as of August 2, 2023, in the amount of \$2,115. The Applicant testified that since that date the Respondents had made one payment of \$200, bringing the balance owing to \$1,915.

The Respondents did not dispute the amount owing and noted that several payments had been made since the Application was filed, reducing the balance somewhat. I note that the Respondents entered into an agreement to pay arrears in monthly installments in October 2022 but failed to make payments in accordance with the agreement. I also note that the monthly rent was reassessed in July 2023 and is now significantly lower.

I find the Respondents in breach of their obligation to pay rent and find rent arrears in the amount of \$1,915.

#### **Disturbance**

The residential complex is a duplex. The Applicant testified that the other tenant had made several complaints of a strong smell of marijuana that was entering their premises from the Respondents' unit. The Applicant stated that a complaint was received on April 19, 2023, followed by another on May 24. It appears both complaints were verbal as no written evidence was provided. The Applicant had no direct knowledge of the alleged incidents. Following both complaints, the Applicant served written warnings to the Respondents, stating they were in breach of section 12 of the tenancy agreement.

The Respondents denied the allegation and testified that they had not used marijuana on the premises.

In my opinion, the Applicant has not provided adequate evidence to conclude that marijuana was used on the premises. As well, neither section 12 nor any other clause in the tenancy agreement prohibit smoking on the premises, including marijuana. While the adjoining tenant may find the odour objectionable it does not, in my opinion, rise to the level of disturbance any more than some cooking odours would constitute disturbance. While it may be reasonable to prohibit the use of smoking materials on the premises, including marijuana, the Applicant has not included such a provision in the tenancy agreement. I find no breach of the tenancy agreement or Act.

Order

In my opinion, the Respondents' failure to pay the full amount of rent does not warrant termination of the tenancy agreement. The Respondents have made a reasonable effort over the past four months to pay the arrears and should be permitted to pay the remainder in regular monthly payments in addition to the assessed rent.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$1,915. The rent arrears shall be paid in monthly payments of no less than \$200, payable no later than the last business day of every month until the rent arrears have been paid in full. The first payment shall be due no later than September 30, 2023. In addition to the ordered monthly payments, the Respondents shall also be ordered to pay the monthly assessed rent on time.

Should the Respondents fail to make the ordered payments of rent arrears or fail to pay the monthly assessed rent on time, the Applicant may file an application seeking the lump sum payment of any remaining balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer