

IN THE MATTER between **HNT**, Applicant, and **JPM**, 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, regarding a rental premises located within the **community of Behchoko in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**JPM**

Respondent/Tenant

**REASONS FOR DECISION**

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| <b><u>Date of the Hearing:</u></b>    | <b>September 20,2023</b>  |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, Northwest Territories</b>   |
| <b><u>Appearances at Hearing:</u></b> | <b>LE, representing the Applicant<br/>RO, representing the Applicant<br/>TM, representing the Applicant<br/>RM, witness for the Applicant</b> |
| <b><u>Date of Decision:</u></b>       | <b>September 20, 2023</b>   |

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against JPM as the Respondent/Tenant was filed by the Rental Office July 20, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was served on the Respondent personally on August 21, 2023.

The Applicant claimed the Respondent had committed illegal activity in the rental premises and sought an order for termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for September 20, 2023, by three-way teleconference. LE, RO, and TM appeared representing the Applicant, with RM appearing as a witness for the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As sufficient notice was provided, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing commencing on September 1, 2016, and continuing month to month. The current subsidized rent is \$1,230 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Illegal activities*

Section 46 of the Act prohibits tenants from committing an illegal act, or permitting someone else to do so, in the rental premises or in the residential complex. Section 19 of the written tenancy agreement prohibits tenants from committing illegal activities in or around the unit or allowing another person to do so, and warns that this can be a cause for terminating the tenancy agreement.

According to the evidence and testimony provided by the Applicant, the Respondent or others permitted by the Respondent to occupy the rental premises have been engaged in illegal activity in violation of the Act and their tenancy agreement.

The Applicant testified they have received numerous calls about illegal activities at the Respondent's rental unit, including complaints about the Respondent dealing drugs and bootlegging, and that the Respondent or their guests are often intoxicated and causing disturbances and damages.

The Applicant testified that they have encouraged anyone who had witnessed this behaviour to file a complaint with their office. However, they report that residents are afraid of the people involved and concerned about possible repercussions against themselves or their families.

The Applicant provided as evidence:

- An email from the RCMP dated July 13, 2023, stating “In response to your inquiry regarding House 71, I can provide you with the following information. Since January 1, 2023, RCMP have been dispatched to house 71 a total of 16 times. Calls for service range from Breach of Peace, Mischief and Liquor Act violations.” The RCMP declined to provide specific information on what officers observed or the outcome of their investigation due to privacy.
- A complaint received by email on July 12, 2023, in which the complainant claims that they have witnessed a lot of traffic to this rental unit related to bootlegging or drugs, and the residents or their guests are often intoxicated and causing disturbances.
- Photographs provided to the Applicant by an anonymous witness in July 2023 showing damages to the rental premises and blood on the floor and bathroom, what appears to be a crack pipe laying on the floor next to a diaper and children’s toys, as well as vehicles parked outside of the rental unit.
- A complaint from March 2021, that the Respondent’s older boys sell and do drugs and bootleg alcohol from the rental premises.

The Applicant testified that since the application was filed with the Rental Office, the RCMP have been called to the unit twice. The Applicant was not able to provide information as to the nature of the calls.

The Applicant provided as evidence letters to the Respondent dated July 13, 2023, and March 10, 2021, informing them of the complaints alleging illegal activities. They testified that they tried to inspect the unit (after providing notice) on July 14, 2023, but were refused entry.

When they tried to talk to the Respondent about the complaints the Respondent became aggressive and shouted, and the Applicant claimed it was not possible to engage with them.

At the hearing I asked if this community had liquor prohibitions which would make possession of liquor in the community illegal, the Applicant testified that it did. However, after the hearing I checked this information and found that the community is not currently under a restriction or prohibition of alcohol under the *Liquor Act*.

After reviewing the evidence and testimony of the Applicant, I am satisfied on a balance of probabilities that illegal activity, such as drug use or dealing (photo of crack pipe), bootlegging (RCMP calls and complaints), or violent offences (blood in unit and complaints) has occurred at these rental premises caused by the Respondent or those permitted to occupy the premises.

#### *Disturbances*

Section 43 of the Act requires tenants to not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex. Although this application did not specifically site this section as the reason for termination and eviction, it is clear from the evidence provided and the testimony of the Applicant that the illegal activity came to the attention of the Applicant in part because of the associated disturbances, i.e. intoxicated behaviour, traffic to the unit, and repeated calls to the RCMP. Based on the evidence and testimony of the Applicant I am satisfied that in addition to illegal activity the Respondent is also responsible for disturbances in breach of section 43 of the Act.

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

Despite notices and attempts by the Applicant to address the complaints with the Respondent relating to the disturbances and illegal activity, the breaches continued. Based on the evidence and testimony I am satisfied that termination of the tenancy agreement and eviction are justified. I believe that the illegal activity is particularly serious considering the presence of young children and this is a contributing factor in my decision.

#### *Orders*

An Order will issue:

- terminating the tenancy agreement on September 22, 2023 (p. 46(2)(c));
- evicting the Respondent from the rental premises on or after September 23, 2023 (p. 63(4)(a));
- requiring the Respondent to compensate the Applicant for use and occupation of the rental premises at a rate of \$40.44 for each day they remain in the rental premises after September 22, 2023, to a maximum of \$1,230 per month (p. 63(4)(b)).

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Janice Laycock  
Rental Officer