

IN THE MATTER between **Housing NWT**, Applicant, and **AL and BJAM**, 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,

BETWEEN:

HOUSING NWT

Applicant/Landlord

-and-

AL AND BJAM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 22, 2024
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	February 22, 2024

REASONS FOR DECISION

The joint tenancy agreement between the parties commenced on June 27, 2023. The premises are subsidized public housing and consist of an apartment in a multi-unit apartment building.

The application was filed on February 8, 2024 and set for hearing on February 22, 2024. The Respondents were personally served with the application and Notice of Attendance which was also sent to Ms M by email. Neither Respondent appeared at the hearing and the hearing was held in their absence.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent, failing to pay for electricity, failing to repair damages to the residential complex caused by their guest and repeatedly disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, costs of electricity paid on their behalf and repair costs. The Applicant also sought the termination of the tenancy agreement and an eviction order.

The Applicant served two previous *Notices of Termination* pursuant to Section 54 of the *Residential Tenancies Act*. The Applicant stated that due to the evacuation of Yellowknife, they were unable to proceed with applications following those notices.

Rent Arrears

The Applicant provided a statement of account in evidence which indicated a balance of rent owing of \$1825 as at February 2, 2024. The Applicant testified that since that date no payments of rent had been received. The monthly rent is currently assessed at \$365. I find the statement in order and find the Respondents in breach of their obligation to pay rent. I find rent arrears of \$1825.

Electricity

The tenancy agreement between the parties obligates the tenants to pay for electricity during the term of the agreement. The Applicant testified that the Respondents had failed to establish an account with the supplier of electricity at the commencement of the agreement, leaving the account in the name of the Landlord. The Applicant provided numerous notices to the Respondents demanding that they establish an account but to date, they have failed to do so. The Applicant provided copies of the invoices that had been paid on behalf of the Respondents which totalled \$1171.47.

I find the Respondents in breach of their obligation to pay for electricity and find the total amount paid by the Applicant on their behalf to be \$1171.47.

Repair Costs

The Applicant testified that a guest of the Respondents had damaged the mailbox in the residential complex requiring repairs of \$75.08. The Applicant provided a closed circuit television (CCTV) recording and a work order and invoice in evidence. The CCTV recording shows an individual banging and pulling on the mailbox unit in the complex and also shows that individual entering and exiting the Respondents' apartment. I find the Respondents liable for the repairs to the mailbox and find the documented repair costs reasonable.

Disturbance

The Applicant provided notes, outlining instances of other tenants complaining about disturbance from the Respondents' apartment and residential complex. Other tenants allege that the Respondents are engaged in the trafficking of drugs and are allowing non-tenants to use the Respondents' apartment and the residential complex as a base of operation. The Applicant provided CCTV recordings of the building lobby, entrances and the Respondents' apartment entrance and hallway in evidence.

The CCTV footage clearly indicates that the Respondents are often permitting 4-5 individuals who are not tenants to enter the building and their apartment. Several of these persons are seen on recordings in various locations in the building. One video shows a man apparently searching on top of the mailbox unit where earlier a woman had been seen loitering. Another recording showed a person carefully looking around the entire perimeter of the lobby, clearly looking for something. While all of the recordings could suggest drug trafficking, in my opinion, they fall short of a conclusion.

One recording however, does raise considerable concern. Many of the CCTV recordings show a man in a distinctive parka. One recording shows a Respondent allowing him access to the building and numerous others show the man entering and exiting the Respondents' apartment. It is clear that the man has easy access and is seen in several areas of the building. In one recording, the man is seen entering the lobby area and walks over to the area in front of the elevator, where he sees a small pile of trash that had been left on the floor. The man stoops and lights the trash on fire and exits the building, throwing an empty pop can in the lobby. An unidentified woman in the lobby watches the trash burn until a man exits the elevator and puts out the fire with his boot. They leave together.

It is clear that the man who started the fire has been granted access to the building by the Respondents and that he is frequently seen in the Respondents' apartment. It is also clear that his actions, whether drug related or not, constitute a serious danger to other tenants as well as a disturbance. I find the Respondents in breach of their obligation to not disturb other tenants in the residential complex.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$1825, repair costs of \$75.08 and compensation for electricity paid on behalf of the Respondents of \$1171.47.

In my opinion, there are adequate grounds to terminate this tenancy agreement. The Respondents have paid no rent for five months, have not assumed responsibility for the payment of electricity, despite numerous requests to do so, and have seriously compromised the safety and right to quiet enjoyment of every other tenant in the residential complex. An order shall issue terminating the tenancy agreement on March 6, 2024 and an eviction order shall become effective the next day if the Respondents remain in possession of the premises.

Hal Logsdon
Rental Officer