

IN THE MATTER between **HNT**, Applicant, and **KT**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

KT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant
DO, witness for the Applicant

Date of Decision: April 24, 2024

REASONS FOR DECISION

An application to a rental officer made by HNT as the Applicant/Landlord against KT as the Respondent/Tenant was filed by the Rental Office Feb 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent, by registered mail on February 28, 2024.

The Applicant claimed the Respondent and their guests were responsible for damages, had repeatedly disturbed the quiet enjoyment of the landlord and other tenants, and had also jeopardized the safety of other tenants and the landlord by letting people into the building for illegal activities. They further alleged that the Respondent had allowed unauthorized occupants in breach of their tenancy agreement. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for April 24, 2024 by three-way teleconference. PS appeared representing the Applicant. DO appeared as a witness for the Applicant. The Respondent did not appear nor did anyone appear on their behalf. As notice of the hearing was deemed served by registered mail on February 28, 2024, 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 October 29, 2020 and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Termination and eviction

The Applicant alleged the Respondent had repeatedly disturbed the landlord and other tenants' enjoyment of the rental premises and the residential complex, were involved in illegal activity, were responsible for damages to the residential complex and violated their tenant's obligation by allowing unauthorized occupancy. They requested the termination of the Respondent's tenancy and eviction.

They provided, as evidence, their notes on complaints received and reports from the property owner's security contractor Risk Control Canada (RCC) on calls for service related to the Respondent's rental premises. DO, with RCC, appeared at the hearing and testified on their experience providing security for the residential complex, which also includes monitoring the CCTV cameras located in the building.

The notes and report document incidents involving the Respondent or their guests between April 2022 and April 2024. The incidents involve disturbances by the Respondent and their guests who are regularly coming and going, wandering the hallways and public areas, drinking, smoking and doing drugs, as well as being noisy (slamming doors, partying, yelling, and screaming). The incidents also involve vandalism of security equipment, doors, lighting as well as smoking and drug dealing observed in public areas of the building and suspected drug dealing at the rental premises. Since October 23, 2023, there have been at least twenty complaints or calls for service related to disturbances and suspected drug use or dealing involving the Respondent or their guests.

The notes also document communication with the Respondent about the disturbances, including security staff repeatedly talking with them directly about the specific complaints - to keep it down, notices from the Landlord about the disturbances, and a visit by the Landlord with the Respondent at their rental unit in November 2023 to discuss the high traffic, vandalism, drug selling activities, and an offer to refer the Respondent to support services offered through Integrated Case Management.

At the hearing, the Applicant testified that early in 2022 there were complaints about partying, loud music, and traffic to the unit. More recently, the complaints have increased and the Respondent and guests are continually coming and going, occupying the public areas of the building, causing damages, and disturbing other tenants. It was reported that the Respondent recently harassed moving staff as they were working, and a tenant called on April 15, 2024 and reported that "the Respondent and guests wander the hallway and laundry room, littering the area with empty micky bottles and drug paraphernalia", and said "they are afraid to use the laundry room anymore", and they reported seeing the Respondent letting people into the building and dealing drugs.

The Applicant report, overall, tenants have repeatedly been disturbed by the Respondent and do not feel safe in the building, especially the public areas. The Applicant is concerned about the safety of tenants and others visiting the residential complex and asked that the tenancy be terminated immediately.

The witness from RCC, confirmed the evidence and testimony provided. He reported people are constantly coming and going from the rental unit, drug trafficking has been witnessed, a recent fire in the stairway was believed to be started by the Respondent's guests and he reported RCMP have been involved in a number of incidents.

Under subsection 43(1) of the Act, "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex", and under subsection 43(2) "a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant."

Based on the evidence and testimony, it is clear to me that the Respondent has repeatedly disturbed the landlord and other tenants in breach of subsection 43(1) and for this reason alone termination of the tenancy agreement and eviction are justified.

The Applicant provided some evidence that the Respondent had previously allowed other people to occupy their rental unit without permission of the landlord in breach of their tenancy agreement and subsection 45(1) of the Act. However, I do not see any recent breaches of this obligation that would justify making an order.

The Applicant has also provided evidence to support their allegations that the Respondent is responsible for damages and is involved in illegal activities. I believe that damages have occurred and these damages could be the subject of a future application for costs, but are not grounds for termination of the tenancy.

Regarding the illegal activities, I believe based on the evidence and testimony that the Respondent is most likely involved in illegal activities in violation of section 46(1) of the Act, which says "a tenant shall not commit an illegal act or carry on an illegal trade, business or occupation, or permit another to do so, in the rental premises or residential complex."

At the hearing, I stated that I would order the termination of the tenancy agreement based on the disturbances alone and considered the illegal activity a factor in setting an immediate date for the termination. However, after further consideration, I am convinced that a breach of section 46(1) of the Act has occurred and it is my opinion that this activity, has contributed to the disturbances as well as jeopardizing the safety of the tenants in the building, and this further justifies the termination of the tenancy agreement.

I find the Respondent has breached sections 43(1) and section 46(1) of the Act and will order termination of the tenancy agreement April 30, 2024, and eviction to follow on May 1, 2024.

Orders

An order will issue:

- terminating the tenancy agreement on April 30, 2024, (p. 43(3)(d) and p. 46(2)(c)); and
- evicting the Respondent from the rental premises on May 1, 2024 (p. 63(4)(a)).

Janice Laycock
Rental Officer