

IN THE MATTER between **HNT**, Applicant, and **JN**, 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 **K'atłodeeche First Nation in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

JN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AD, representing the Applicant
LL, representing the Applicant
JN, the Respondent

Date of Decision: April 26, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against JN as the Respondent/Tenant was filed by the Rental Office February 17, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlodéeché First Nation, Northwest Territories. The filed application was served on the Respondent by registered mail, on March 1, 2024.

The Applicant claimed the Respondent had repeatedly allowed unauthorized individuals, including drug dealers, to live in their rental unit and an order was sought for eviction.

A hearing was held on April 24, 2024 by three-way teleconference. The Respondent, JN, appeared, as did AS and LL representing the Applicant.

Tenancy agreement

The Applicant provided, as evidence, a written tenancy agreement between the parties for subsidized public housing commencing on June 19, 2023 and continuing month to month. The Applicant provided evidence and testified that the tenancy was terminated on March 31, 2024, by notice of termination, as provided for under subsection 51(5) of the *Residential Tenancies Act* (the Act), which states "Where a tenancy agreement for subsidized public housing provides for a monthly tenancy, or is renewed as a monthly tenancy under subsection 49(1), a landlord may terminated the tenancy on the last day of a period of the tenancy by giving the tenant a notice of termination not later than 30 days before that day."

According to the "Notice of Termination of Tenancy" dated January 23, 2024, "the tenancy was terminated as the tenant has repeatedly permitted unauthorized individuals to occupy their public housing unit in breach of Section 5 of their Residential Tenancy Agreement and in breach of Section 45(3) of the Residential Tenancy Act." This notice was served by registered mail and delivered on February 5, 2024.

I am satisfied a valid tenancy agreement was in place and this tenancy was terminated in accordance with the Act on March 31, 2024.

Eviction

The Applicant has asked for an order of eviction following the termination of the tenancy agreement on March 31, 2023. They allege the Respondent, who has not vacated the rental premises in accordance with the termination notice, has repeatedly breached part 5 of their tenancy agreement and subsection 45(1) of the Act, by allowing people believed to be drug traffickers to live in their rental unit.

They provided, as evidence, their notes starting in October 2023 regarding reports about unauthorized people, including alleged drug traffickers, to occupy the rental premises, as well as further steps taken and discussions with the Respondent. The evidence also includes repeated notices to the Respondent about the breaches and their responsibilities under the Act, as well as a copy of the Band Council Resolution: Eviction of JN and AN from the Katl'odeeche First Nation (deemed to be persons who are a threat to peace or safety of Band members).

The evidence includes the following reports relating to unauthorized use of the rental premises:

- April 19, 2024 - report that several individuals known to be drug traffickers staying at and regularly visiting the rental premises. This includes an individual evicted from their unit after a drug raid by the RCMP, and two other individuals evicted from public housing following an RCMP raid that uncovered stolen property and firearms;
- March 20, 2024 - reports that firearm discharged after disagreement at house party at Respondent's rental unit, individual who discharged the firearm was later arrested;
- February 23, 2024 - multiple complaints that individuals evicted from another rental unit were staying at Respondent's unit;
- February 16, 2024 - multiple reports that RCMP attended Respondent's unit followed by an ambulance. Suspected drug overdose at the rental unit. Person taken away was believed to be a drug dealer from Edmonton area. Respondent was seen leaving the unit along with an individual believed to be involved in drug dealing;
- February 5, 2024 - Respondent called Landlord, denied everything and said they are staying with their parents;
- January 23, 2024 - report from public housing tenant who recently visited the rental premises and were met by people they claimed were Somali drug dealers, who told them that they had already paid rent for the month of January and would be in Respondent's unit for the duration of the month;
- October 21, 2024 - report of drugs coming into Respondent's unit;
- October 20, 2023 - report of Somali staying at Jasmin's unit;
- October 18, 2023 - report 3 Somali drug dealers staying at the rental unit, and there is a lot of traffic to and from the unit. When the Respondent is out of the house they let another individual use the unit and there are lots of drug dealers and unwanted people there.

At the hearing, the Respondent denied the allegations against them, saying that aside from their two children who are living with them and are on the tenancy agreement, only their Uncle had stayed with them and then it was only for a few months and they were no longer living there. They later admitted that they had not received authorization from their Landlord for their uncle to stay there.

When asked about the report in January 2024 that two individuals were renting the unit for the month, the Respondent testified that they were only friends that stayed there for a few days and gave the Respondent some money to help with groceries. Later they also claimed to have contacted the Landlord to get permission for them to stay there. This was denied by the Landlord's representative at the hearing.

Regarding the person who was removed from the house after an overdose, the Respondent said they knew of them and they just came to the house for some reason, was probably dropped off by someone, and that they were not staying there.

They further testified that on the night of the shooting there was funeral at their home and their Uncle who was staying at the house opened the door and an individual involved in the shooting came in, they later left and fired a shot outside in an area away from the house.

The Respondent also testified that no one has ever done anything illegal from the rental unit and the people that are visiting are just friends. People may have problems with drugs but it is not their business, these people are still friends. The Respondent also stated that no one from the Band has contacted them about the activity or the resolution, and the security person just monitors vehicles but doesn't check any further.

The Applicant testified at the hearing that this is the first time they have received a Band Council Resolution asking for the eviction of one of their tenants and they take that very seriously. They are mostly relying on the reports from the Chief and security staff for the evidence, however, the RCMP have also expressed concern about the situation.

I reserved my decision at the hearing in order to further review the evidence, including the additional information provided to the Rental Office and the Respondent by the Applicant on April 23, 2024, and to consider the testimony provided.

Section 5 of the written tenancy agreement states "All people other than the Tenant who may occupy the Premises shall be listed on Schedule B. No additional persons may reside in the Premises without the prior written consent of the Landlord." Subsection 45(1) of the Act requires the tenant to comply with obligations set out in the written tenancy agreement.

Although not relied on for the termination of the tenancy, the Applicant has also alleged that there are illegal activities at the Respondent's rental premises. Subsection 46(1) of the Act, states "A tenant shall not commit an illegal act or carry on an illegal trade, business or occupation, or permit another person to do so, in the rental premises or in the residential complex".

After further review of the evidence and testimony, I am satisfied that the Respondent has breached their obligation under section 5 of the tenancy agreement and subsection 45(1) of the Act, despite repeated detailed notices to the Respondent from the Applicant about the alleged activity and breaches of their obligations under the Act.

In my opinion, the Respondent's testimony is unreliable. They repeatedly stated that they lived in the rental unit with their children only, but then admitted that their uncle had lived with them for two months but had moved out. Further testimony relating to the shooting and the drug overdose, leads me to believe the uncle is still staying there. After denying they had other people staying in their rental unit in January 2023, the Respondent later admitted other people stayed in their unit in January 2023, but permission had been sought, something the Landlord has denied.

In addition to these breaches of their tenancy agreement for unauthorized occupation, it is my opinion that there have been other people staying in the rental premises and it is most likely that illegal activity is taking place at the rental premises in breach of the Act. I do not believe the individuals who occupied the rental unit in January 2023, were just friends, or that the person who overdosed in the rental unit just happened to come by, or that other individuals coming and going are just visiting, or that it is none of the Respondent's business what her friends do. The Respondent is occupying subsidized public housing, and under the Act and specifically subsection 45(1) and 46(1), it is their business to know what is going on.

The focus of this Application and the termination of the tenancy by the Landlord relied on breaches of section 5 of the tenancy agreement and subsection 45(1) of the Act, however, it is clear that the suspected illegal activity is a factor in the decision to terminate the tenancy and I have also considered this in my decision.

I find the Respondent in breach of their obligations under section 5 of the tenancy agreement and section 45(1) of the Act, I confirm the tenancy has been terminated in accordance with the Act, and I find that eviction is justified and will order eviction from the rental premises on April 30, 2024.

Orders

An order will issue evicting the Respondent from the rental premises on April 30, 2024 (p.63(4)(a)).

Janice Laycock
Rental Officer