

IN THE MATTER between **HNT**, Applicant, and **JG**, 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 **town of Hay River in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**JG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AS, representing the Applicant  
BM, witness for the Applicant  
JG, Respondent

**Date of Decision:** April 24, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against JG as the Respondent/Tenant was filed by the Rental Office February 12, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on February 27, 2024.

The Applicant claimed the Respondent had permitted unauthorized occupants to live in the rental premises, had disturbed the landlord and other tenants, and had permitted illegal use of drugs in the rental premises. An order was sought for termination of the tenancy agreement and eviction.

A hearing was held on April 24, 2024, by three-way teleconference. JG the Respondent appeared, as did AS representing the Applicant and BM as a witness for the Applicant.

#### *Previous orders*

Previous Rental Officer Order #17557, between NTHC v JG, issued July 20, 2022, required the Respondent to pay their rent on time in the future.

Previous Rental Officer Order #16705, between NTHC v JG, issued November 27, 2019, required the Respondent to comply with their obligation to not disturb the landlord or other tenants and not breach this obligation again.

#### *Tenancy agreement*

The Applicant provided, as evidence, a written tenancy agreement between the parties for subsidized public housing commencing on April 1, 2017 and continuing month to month.

I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

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

The Applicant has asked for termination of the Respondent's tenancy agreement and eviction following breaches of the tenancy agreement and Act related to disturbances, unauthorized occupants, and illegal activities in the rental premises.

Subsection 43(1) of the Act states “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.”

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.

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”.

On application from the landlord, a rental officer who determines the tenant has breached any of these three sections of the Act, may order termination of the tenancy agreement between the parties and require the tenant to vacate the rental premises.

The Applicant provided, as evidence, notes detailing reports they had received from the caretaker and other tenants of disturbances, unauthorized occupants, and illegal activities at the Respondent’s rental premises, correspondence with the Respondent regarding the reports and alleged breaches of the Act.

According to the evidence, the complaints begin in March 2020 with a report of unauthorized occupancy and disturbances, following by a report of disturbances December 18, 2022, and reports of unauthorized occupants and disturbances on March 27, 2023.

Recent reports include the following:

- January 9, 2024 - unauthorized occupancy, illegal activity - report daughter and partner living in Respondent’s rental unit in the Respondent’s absence. Partner is alleged to be involved in drug trade and RCMP have been notified that they are in the building at the Respondent’s unit;
- January 15, 2024 - disturbance, unauthorized occupancy, illegal activity - report of a lot of noise and banging at Respondent’s rental premises, RCMP and EMT’s arrived, Landlord’s representative went to unit and spoke to Respondent and daughter. The Respondent informed them that the daughter’s partner had overdosed and they did not know if he was dead. Video of event was reviewed and confirmed events, including that the person was removed from the Respondent’s rental unit by emergency personnel;
- February 19, 2024 - unauthorized occupancy - report that Respondent’s daughter is living in rental unit - notice sent to stop allowing family and friends to stay in the rental unit;

- January 30, 2024 - disturbance - report heavy and consistent traffic from unit beginning around 7:00pm and continuing until 1:00am, including loud banging, thumping, disturbing caretaker and other tenants - notice sent relating to incident;
- February 18, 2024 - disturbances - complaint about continued noise disturbance - heavy traffic to and from unit starting around 6:30pm and continuing until after midnight, people were loud in rental unit and residential complex. RCMP were called - notice sent February 19, 2024 reminding Respondent of their obligation under the Act;
- February 21, 2024 - unauthorized occupancy - report that Respondent's daughter has been living in the rental unit for months and another person is now living there. The Respondent drops by, but is believed to be living elsewhere - notice sent to Respondent about breach of their tenancy agreement;
- February 23, 2024 - unauthorized occupancy and disturbance - report that two individuals recently evicted were at Respondent's rental unit and then loudly arguing in residential complex and had to be asked to leave.

At the hearing, the caretaker, who is resident at the residential complex, reiterated that the Respondent had repeatedly allowed unauthorized people to occupy the rental unit, had often not been staying in the unit, there was traffic to and from the unit and the Respondent and their guests were responsible for disturbances. They said "enough is enough". They also explained that the rental unit is in a singles complex and permission even if sought, would not be provided for other individuals to live there.

The Respondent testified that their daughter and partner had never lived in the rental unit, they had been staying in another unit in the complex and only came over during the day to use the facilities as there was no power in the other unit. The Respondent denied giving them keys to the rental unit. They said their daughter's partner died as a result of a drug overdose, but they were not living in the rental unit at the time. Although their daughter did stay after the death, as the Respondent could not turn their daughter away. They also explained that the caretaker's rental unit is right above them, so they hear everything. They said they had repeatedly asked to move units.

The Applicant challenged the Respondents testimony, having themselves witnessing the unauthorized occupants using their own keys to enter the residential complex and rental unit. They underlined the need to terminate the tenancy agreement and order eviction. Currently they do not feel it is safe for staff, including themselves, to go to the residential complex, as a result of the toxic drug use there, and no job is worth that risk.

Considering the evidence and testimony of all of the parties, I am satisfied that the Respondent and people they have allowed into the residential complex and rental premises have repeatedly disturbed the landlord and other tenants in breach of subsection 43(1) of the Act and previous Rental Officer Order #16705, and that Respondent has also allowed others to occupy their rental premises in breach of their obligations under section 5 of the tenancy agreement and section 45(1) of the Act. I find that termination of the tenancy agreement and eviction are justified.

In my opinion, the Respondent's testimony is unreliable. They repeatedly stated that they lived in the rental unit alone and their daughter or other individuals did not live there, however, it is clear from the evidence and testimony that this is not the case. Their daughter and an other individual were entering the unit with their own keys, and on numerous occasions over the last year it was reported they were staying in the rental premises, and the Respondent's daughter is staying there now.

The Respondent blamed the disturbances on their unit's location, but did not deny that they happened. I believe that the unauthorized occupants are contributing to the disturbances reported by the caretaker.

The Applicant has also alleged illegal activity at the rental premises. The death of one of the unauthorized occupants of a drug overdose is tragic evidence of illegal drug use at the Respondent's rental premises. However, I am not satisfied that this incident justifies termination of the Respondent's tenancy agreement.

In closing, I find that the Respondent is responsible for repeated disturbances in breach of section 43(1) of the Act and has also breached their obligations under section 5 of the tenancy agreement and section 45(1) of the Act, and will order termination of the tenancy agreement and eviction.

### *Orders*

An order will issue:

- terminating the tenancy agreement on May 15, 2024, and requiring the Respondent to vacate the rental premises on that date (p. 43(3)(d) and p. 45(4)(e)); and
- evicting the Respondent from the rental premises on May 16, 2024 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer