

IN THE MATTER between **HNT**, Applicant, and **LAB**, 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 **Jerry Vanhantsaeme** Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

LAB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant

Date of Decision: May 23, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against LAB as the Respondent/Tenant was filed by the Rental Office March 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in the city of Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail on April 3, 2024.

The Applicant claimed the Respondent impaired the safety of the Landlord and its representative, as the Respondent physically assaulted security staff. An order was sought for termination of the tenancy agreement under subparagraph 54(1)(f) and evict the tenant under paragraph 63(4)(a). Due to the severity of the application, the hearing was adjourned *sine die* pending receipt of supplementary information, including verification of a complaint to the RCMP and whether the Respondent being charged.

Tenancy Agreement

Evidence was provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing commencing October 5, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act (RTA)*.

Altercation / Disturbance

The Applicant's representative testified, in early February, the Respondent contacted their office to report they were assaulted by security around 3:00 a.m. The Applicant informed the Respondent they would review the camera and then take the appropriate action. However, when investigating the situation, it was found the Respondent and another person were attempting to do harm to security staff.

The Applicant provided evidence in the form of an "Incident Report" and "Security Video Surveillance" footage of an assault occurring at 2:52 a.m. on February 4, 2024, by the Respondent against a security staff member in the entry way of the residential complex.

"**Incident Report**", denotes during a security patrol, a lady (Respondent) was yelling for no reason. The security staff member was kicking out 2 homeless people from the complex. The Respondent "told the security staff to get out of the property and then punched him in the shoulder". To make the Respondent back away, the security staff member made a gesture. After that, an unknown male and the Respondent threatened the security staff member. The security staff member disengaged from the situation by exiting the building and contacted the RCMP, whom assisted the security staff member to take the security patrol.

“**Video Surveillance**” shows the security staff member on patrol within the building, possibly engaging with someone in the entrance, who was then in the process of leaving the building. During the departure, the Respondent and another person entered the surveillance area. The Respondent and security staff entered into what appears to be a verbal altercation, followed by the Respondent striking the security staff member. Security staff responded with a physical gesture to cause the Respondent to back away. Then the security staff proceeded to exit the scene, as the Respondent and another person began to chase security staff.

As a result of the incident, the Applicant gave notice of termination under paragraph 54(1) and 54(1)(f), which states a landlord may, at any time, give a tenant notice of termination of at least 10 days where:

- (f) the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant; or...

In follow-up to the hearing, the Applicant’s representative confirmed:

1. They were not aware of the security guard going to the police and could not check with security guard as they were no longer employed by the security company; and
2. The Applicant does not have a RCMP file number or incident report.

It also needs to be noted that the Applicant’s representative confirmed there have not been any further incidents with the Respondent.

Termination of the tenancy agreement and eviction

The Applicant’s representative expressed concern that the Respondent’s action impaired the safety of the Landlord and its representatives following the incident on February 4, 2024. As a result of the incident, the Applicant gave notice of termination in accordance with paragraph 54(1)(a), which states a landlord may, at any time, give a tenant notice of termination of at least 10 days where:

- (f) the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant.

While the issue is a concern, the Applicant’s representative did acknowledge there have been no further issues with the Respondent. While there is evidence of the physical altercation occurring, the lack of supporting documents regarding possible assault and the fact there is no audio that could provide more information, I am not satisfied an unconditional termination and eviction are justified. However, the incident did create a disturbance, in accordance with subsection 43(3) of the *RTA*.

Conditional termination and eviction order will be issued.

Order

An order will be issued:

- requiring the Respondent to comply with their obligation to not cause disturbance and not breach that obligation again (p. 43(3)(a), p.43(3)(b));
- termination of tenancy:
 - (a) June 30, 2024, unless there are no further disturbances verified as being caused by the Respondent or their guests;
 - (b) July 31, 2024, unless there are no further disturbances verified as being caused by the Respondent or their guests; and
 - (c) August 31, 2024, unless there are no further disturbances as being verified as being caused by the Respondent or their guests. (p. 43(3)(d), ss. 83(2))
- evicting the Respondent from the rental premises:
 - (a) July 1, 2024, if the termination of the tenancy becomes effective June 30, 2024;
 - (b) August 1, 2024, if the termination of the tenancy becomes effective July 31, 2024; and
 - (c) September 1, 2024 if the termination of the tenancy becomes effective August 31, 2024. (p. 63(4)(a), ss.(83(2)).

Jerry Vanhantsaeme
Rental Officer