

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

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**DT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 28, 2024

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

**Appearances at Hearing:** AS, representing the Applicant

DT, witness for the Applicant

DT, Respondent

**Date of Decision:** May 29, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the HNT as the Applicant/Landlord against DT 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 Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on April 10, 2024 and signed for on April 11, 2024.

The Applicant alleged the Respondent repeatedly breaches section 5 of their tenancy agreement and subsection 45(3) by continually allowing unauthorized individuals to reside in their unit and not report when authorized individuals are no longer living in the unit. The Respondent also has a long history suggesting the rental premises is being used like a transient drug house. The Applicant also testified, while not related to this application, a stabbing occurred outside of the rental premises and the Applicant's maintenance staff will no longer work at the unit. An order was sought for the respondent to comply with their obligation under subsection 45(3) of the *Residential Tenancies Act (Act)*, termination of the tenancy agreement, and eviction.

A hearing was held on May 28, 2024, by three-way teleconference. AS appeared on behalf of the Applicant. DT, mother of the Respondent, appeared as a witness for the Applicant. DT appeared on behalf of the Respondent.

#### *Previous Orders*

Rental Officer Order #17669, issued September 1, 2022, ordered the Respondent to pay rental arrears, pay future rent on time, not to disturb the landlord and other tenants, and ordered the conditional termination and eviction depending on the rental arrears and subsidized rents for September, October, and November are on time.

Rental Officer Order #17515, issued April 26, 2022, ordered the Respondent to pay future rent on time.

Rental Officer Order #16998, issued September 3, 2022, ordered the Respondent to comply with their obligation not to cause disturbances and not breach that obligation again.

Rental Officer Order # 16438, issued May 8, 2019, ordered the Respondent to pay rental arrears, pay future rent on time, pay costs of repairs and order conditional termination and eviction of the tenancy dependent on the arrears and cost of repairs are paid in full and the monthly rents from May to August are paid on time.

### *Tenancy Agreement*

Evidence was provided establishing a mon-to-month tenancy agreement between the parties for subsidized public housing commencing December 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

The Applicant provided as evidence, in the form of letters and case notes, regarding activities reported having taken place at the rental premise:

- November 29, 2023, letter to Respondent: the Applicant is reviewing all tenant files in order to confirm they have the most current information for each tenant/lessee. The letter contained the list of the lessee and current occupants and requested the Respondent to contact their office to report any additions or removal of occupants. The Letter also referred to paragraph 5 of the tenancy agreement.
- February 28, 2024, Applicant note to file: Applicant's witness is concerned for the Respondents children in the unit. The Respondent has addiction issues and is not caring for the children. The witness advised the Applicant there are people coming and going from the unit and there are unauthorized occupants residing in the unit. The witness is hoping social services will be involved to aid in the care of the children.
- March 4, 2024, note to file: Applicants witness advised two of the authorized occupants are not residing in the unit. And there may be more unauthorized occupants. Two other complaints were received from other tenants advising the Respondent has unauthorized occupants residing in the unit and these occupants may be involved in drug trafficking.
- March 5, 2024, note to file: non-public housing tenant reported strange people at the Respondents rental premises and possibly several people residing at the rental premises.
- March 5, 2024, Letter to Respondent: The Applicant was advising the Respondent has not been forthcoming on who is residing at the rental premises. Complaints have been received regarding unauthorized occupants and concerns about illegal drug use/trafficking in the unit and concerns for the Respondents children. The letter also reminded the Respondent of their obligation under paragraph 5 of the tenancy agreement.

- March 18, 2024, note to file: The Respondent contacted the Applicant to confirm disposition of the currently approved occupant. The note also indicated a subsidized housing applicant informed the Applicant's office that she has been staying with the Respondent.
- May 6, 2024, note to file: Applicant informed a "stabbing" occurred at the Respondent's rental premises. RCMP and ambulance attended the scene. And a number of youth who were at the rental premises were holding a person; another person was on the ground and the fence to the rental premises was covered with blood. The note indicated the Respondent told people leave and brought an injured person into the rental premises. No known arrests were made. The note also indicated a number of garbage bags were in the yard and smelling.
- May 6, 2024, letter to Respondent: The Applicant was advising the Respondent they had received complaints about May 4, 2024, regarding the stabbing RCMP and ambulance attendance to the rental premises. The letter also reminded the Respondent of the rental hearing and paragraph 12 of the tenancy agreement regarding disturbances and paragraph 20 tenant obligations regarding illegal/criminal activities.
- May 7, 2024, note to file: Applicant received video regarding May 4, 2024. Video was not submitted into evidence as the provider did not want to become a target.
- May 21, 2024, note to file: Applicant was contacted by town of Hay River Bylaw regarding the condition of the Respondents rental premises. Notice was sent to Respondent to address this issue.
- May 21, 2024, note to file: during a visit to the Respondents rental premises, the Applicants maintenance staff expressed a concern for personal safety due to the recent activities (stabbing) taken place there.

The witness for the Applicant testified the Respondent has addictions issues and her rental premises is easily accessible to people with the same issues. The witness also testified the Respondent struggles to address her issues and to turn others away, and was informed by the Respondent the stabbing took place in the alley near the rental premises. The witness also expressed concern for the children residing in the unit.

The Respondent testified they have a big heart for people, and those people do not stay at the rental premises, but may stay due to the cold. Some family may stay. The Respondent is struggling with addiction issues, and the victim of other peoples problems and needs to help other people. The Respondent acknowledges she was given court mandated curfew, has attended counselling. The Respondent testified a death of a family member was hard on her. In regards to the "stabbing", she was afraid but did report it. The Respondent also noted other people may be in her home while she is sleeping and does not know about it, as her children give them access to the rental premises if they feel safe if they know them and if not, do not open the door. In regards to social issues, the Respondent is trying their best. The Respondent claims for the majority of the time the only people in the unit are family or those that are close to them, and she is constantly being watched.

Upon questioning of both the Respondent and Applicant regarding the stabbing, the Respondent claims they woke up and went outside, it had taken place in the alley. The Applicant testified their notes of the stabbing taking place in the Respondent's back yard are a direct result of a witness to the incident from a window.

#### *Summation*

The Applicant testified they have taken the Respondent to the Rental Office multiple times, regarding disturbances and arrears. They have not seen change in the Respondent now for a period of time or expect to see change due to social issues. Due to the current situation, the Applicants staff are unable to work in the rental premises and request termination and eviction.

The Respondent testified the Applicant should not be concerned about coming to the rental premises. They are required to provide 48 hours notice. The Respondent can be responsible, if given the chance.

#### *Termination and Eviction*

Under paragraph 5 of the tenancy agreement (**Occupants**)

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. The Tenant promises to seek the Landlord's consent to add a resident, and to notify the Landlord if any resident moves out of the premises. The Landlord will not consent to allow occupants who have been convicted of, and not pardoned for, bootlegging or trafficking in illicit substances, if the offence occurred in "rental premises" or in a "residential complex" as these terms are defined in the Act.

Under subsection 45(3) a tenant shall not permit such number of persons to occupy the rental premise on a continuing basis that results in the contravention of health, safety, or housing standards required by law or in a breach of the tenancy agreement.

The Applicants representative expressed concern the Respondent has not been adhering to paragraph 5 of the tenancy agreement and subsection 45(3) of the *Act*, and has indicated in the hearing the Applicants staff are unable to safely work within the rental premises.

During the hearing, I noted a concern by the Applicant and the Respondent with regards to the “stabbing” taking place at the rental premises. The Respondent claimed they are not aware of the incident occurring in the yard, as they were not in physical attendance and the Applicant did not provide the video evidence. The ruling will only be made on the application based upon paragraph 5 of the tenancy agreement under subsection 45(3) of the *Act*.

In general, the Respondent agreed to adhere to paragraph 5 of the tenancy agreement. After active prompting by the Applicant, the Respondent actively report changes to the occupancy.

I find the Respondent to be in breach of the obligation to report occupancy as per paragraph 5 of the tenancy agreement, however a condition termination and eviction order will be issued.

#### *Orders*

An order will be issued:

- requiring the Respondent to comply with their obligation to report any changes to the occupancy of rental premises in accordance with paragraph 5 of the tenancy agreement and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b);
- terminating of the tenancy:
  - (a) June 30, 2024, unless there are no breaches of the Respondents obligation to report;
  - (b) July 31, 2024, unless there are no breaches of the Respondents obligation to report;  
and
  - (c) August 31, 2024, unless there are no breaches of the Respondents obligation to report. (P. 45(4)(e), 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)).

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Jerry Vanhantsaeme  
Rental Officer