

IN THE MATTER between **HNT**, Applicant, and **JA**, 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 Inuvik in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

JA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 14, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KM and CK, representing the Applicant

Date of Decision: August 14, 2024

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against JA as the Respondent/Tenant was filed by the Rental Office October 2, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served personally on the Respondent on October 26, 2023.

The Applicant claimed the Respondent had repeatedly engaged in illegal activity from their rental unit in breach of the Act, and they sought an order terminating their tenancy agreement and eviction, as well as compensation for use and occupation after the tenancy was terminated.

A hearing was held on November 21, 2023, but was adjourned to a later date to allow the Applicant to properly serve the termination notice as provided for under section 51(5) of the *Residential Tenancies Act* (the Act). The hearing was scheduled to resume on April 17, 2024, but was rescheduled to June 26, 2024, due to a medical emergency. The hearing on June 26, 2024, was rescheduled to August 14, 2024, due to a conflict of interest on the part of the Applicant's representative.

A hearing was held on August 14, 2024. KM and CK appeared representing the Applicant, the Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by registered mail signed for on July 12, 2024, the hearing proceeded in their absence as provided for under subsection 80(2) of the Act.

Tenancy agreement

The Applicant provided, as evidence, a written tenancy agreement between the parties for subsidized public housing commencing on May 1, 2016 and then continuing month to month. Their subsidized rent was \$80 per month.

Subsection 51(5) of the Act 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 terminate the tenancy on the last day of a period of the tenancy by giving the tenant notice of termination not later than 30 days before that day."

At the hearing on November 21, 2023, the Applicant provided evidence that the tenancy was terminated by notice on July 8, 2023, due to illegal drug activity in the rental premises. As the notice was also dated July 8, 2023, the Rental Officer, ruled that the notice did not comply with the Act, and adjourned the hearing to allow for proper notice to be provided.

The Applicant provided evidence that a new notice of termination was provided to the Respondent on November 21, 2023, terminating their tenancy on December 31, 2023. At the hearing, the Applicant testified that since the notice was provided to the Respondent the tenancy has not been reinstated, the Respondent has not complied with the termination notice and continues to occupy the rental premises.

I am satisfied a valid tenancy agreement was in place and this tenancy was terminated on December 31, 2023, in accordance with the Act.

Eviction - illegal activity

Under paragraph 63(4)(a) of the Act, a rental officer who determines that a tenancy has been terminated in accordance with the Act, and determines that an eviction is justified, may make an order evicting the tenant. 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”.

In this application, the Applicant originally terminated the tenancy agreement by notice to the Respondent as provided for under subsection 51(5) and sought an order for eviction because of illegal activity that they believed had occurred at the rental premises leading to the Respondent being arrested and charged for drug related activity in June 2023.

At the hearing, the Applicant testified that additional evidence that had been provided to the Rental Office on August 13, 2024, had not been successfully served on the Respondent, despite repeated attempts to do so. As the Respondent had not been served with this information, the Applicant testified to the contents.

They testified that they had received a letter from the Respondent’s lawyer dated April 23, 2024, notifying them that the charges in June 2023 had been stayed. However, since the charges in 2023, there had been other complaints about illegal activity, including:

- November 27, 2023 - letter after termination reporting that there had been further reports of constant traffic to and from your unit at all times of the day and night, leading us to believe you are conducting illegal activities.
- April 2, 2024 - notice after termination - it was reported that you are selling drugs out of your unit and someone went and used a bat on your door and did damage to the corner wall of the elevator. This disturbed other tenants in the building complex.
- May 26, 2024 - letter after termination - on May 5, 2024 and throughout the night, it was reported that there is constant traffic to and from your unit. This leads us to believe you are conducting illegal activities.

- May 31, 2024 - notice after termination - further disturbances on May 30, 2024, constant traffic going in and out of your unit. The people are banging and slamming doors all throughout the night. This disturbed other tenants in the residential complex.
- June 26, 2024 - letter after termination - June 25, 2024, our office received a formal complaint, complainant witnessed illegal activity happening out of your unit and sometimes in the stairwell. This leads us to believe you are conducting illegal activities.

The Applicant further testified that on July 21, 2024, the RCMP executed a search warrant under the Controlled Dugs and Substances Act at the Respondents apartment. In a letter provided to the Applicant, Cpl CM from the Inuvik RCMP detailed the search and subsequent arrest of the Respondent and others. During the search of the residence, the RCMP found crack cocaine, cellular devices, financial ledgers detailing hundreds of drug trafficking transactions, machetes, bear spray and more than 75 thousand dollars in cash. The financial ledger indicates that the Respondent is involved with the sale of crack cocaine from the rental premises. The RCMP also reported that the Respondent's apartment is consistently reported as a base of operations for southern organized crime and it is their opinion that the Respondent is willingly providing a place for these groups to set up, and the choices the Respondent and others are making could result in serious harm to other occupants of the residential complex.

I am satisfied based on the testimony provided by the Applicant that the Respondent is involved in illegal activities in breach of the Act, and find that eviction of the Respondent from the rental premise is justified. Considering the risk to the safety of the other tenants in the residential complex, I will order eviction from the rental premises on August 15, 2024.

Compensation for use and occupation

According to subsection 67(1), a landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated. As previously found, the Respondent's tenancy was terminated on December 31, 2023. According to the Applicant's testimony, the Respondent had no arrears owing on June 30, 2024, but after not paying any rent since then, they currently owe full market rent of \$1,625 for July and August 2024, totalling \$3,250.

According to paragraph 63(4)(b), a rental officer who terminates a tenancy may make an order requiring the tenant to compensate the landlord calculated for each day the tenant remains in occupation. The Applicant has requested that in addition to compensation for the period January 1, 2024 to August 31, 2024, compensation also be paid if the Respondent remains in the rental premises after August 31, 2024.

Accordingly, an order will issue requiring the Respondent to pay \$3,250 for compensation for use and occupation of the rental premises after termination, up to and including August 2024, as well as compensation of \$53.42 for each day they occupy the rental premises after August 31, 2024, to a maximum of \$1,625 per month.

Orders

An order will issue:

- evicting the Respondent from the rental premises on August 15, 2024 (63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises after the tenancy was terminated in the amount of \$3,250, and \$53.42 for each day they occupy the rental premises after August 31, 2024, to a maximum of \$1,625 per month (67(4) and 63(4)(b)).

Janice Laycock
Rental Officer