

IN THE MATTER between **HNT**, Applicant, and **SG**, 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 Inuvik in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**SG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 25, 2024

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

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

**Date of Decision:** September 26, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against SG as the Respondent/Tenant was filed by the Rental Office February 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by registered mail on May 13, 2024.

The Applicant claimed the Respondent failed to pay rent on time and in full resulting in the accumulation of rental arrears, has engaged in or allowed illegal activities in the rental premises, and caused damages to the rental premises. An order was sought for payment of rental arrears and damages to the rental premises, and immediate termination of the tenancy agreement and eviction.

A hearing was originally scheduled for May 9, 2024. Upon request of the Applicant, the hearing was rescheduled for September 25, 2024, in Yellowknife by three-way teleconference. CC appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The hearing proceeded pursuant to section 80(2) of the *Act*. The hearing was adjourned *Sine Die* for the Applicant to provide documents requested by the Rental Officer.

#### *Tenancy Agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing December 1, 2017 and signed by all parties on March 15, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act (RTA)*.

#### *Previous orders*

Rental Officer Order #17282, dated July 2, 2021, requiring the Respondent to pay \$25,926.90 in rental arrears, terminated of the tenancy agreement on September 30, 2021 unless \$200.00 is paid each month towards the rental arrears and the monthly subsidized rents for July, August and September are paid on time, evicted the Respondent on October 1, 2021 should the tenancy be terminated, and pay compensation for use and occupation at the rate of \$53.42 for each day the Respondent remains in the rental premises after September 30, 2021, to a maximum of \$1,625 per month.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. The statement indicated the Respondents calculated rent varied based on income, the rent was calculated at the time of the application was \$1,625.00. The statement also included claims for lockouts in the amount \$315.00. Lockouts are not considered arrears. During the hearing, the Rental Officer also questioned if a previous Rental Officer order had been satisfied. The Applicant confirmed the full balance of \$25,926.90 remains owing. The statement also indicates the Respondent missed or under paid 11 months of the calculated rent charged for the 12 months prior to the hearing. They only paid \$5,369.95 towards the \$19,500.00 rent charged.

Also entered into evidence were letters detailing the Respondent's arrears and two updated statements showing the Respondent had not made rent payments since the application was made. As of July 4, 2024, the arrears had increased to 53,410.05, and September 25, 2024, the arrears increased to \$56,660.05.

During the hearing, the Rental Officer questioned on whether the rent charged was accurate or based on not reporting of income. The Applicant's representative testified the household income had not been reported to obtain a subsidy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$56,660.05.

### *Lockout*

Entered into evidence were three invoices, July 5, 2022, June 12, 2023 and August 28, 2023, for lock-outs calls for the rental premises. Articles 3 and 4 of Schedule "C" - House Rules forming part of the written tenancy agreement set out the costs to the tenant associated with responding to call-outs due to tenants locking themselves out of their rental premises.

I am satisfied that the Respondent locked themselves out of the rental premises required the Applicant's employees to attend, resulting in a monetary loss to the applicant for the employee's time and effort reasonably set out in Articles 3 and 4 of Schedule "C" at a rate of \$100 per call out. Based on the charge on the invoices, the lock-out occurred during working hours and no 10 percent administrative fee was charged. I find the Respondent liable to the Applicant for monetary losses suffered in the amount of \$315.00.

*Disturbances and illegal activities.*

Subsection 43(1) and 43(2) of the *Act* prohibits the tenant from disturbing the landlord's or other tenants possession or enjoyment of the rental premises or residential complex and if a disturbance is caused by a person permitted in the rental premises or rental complex by the tenant, it is deemed to be a disturbance caused by the tenant.

Subsection 46(1) of the *Act* prohibits tenants from committing an illegal act or carrying on an illegal trade, business or occupation or permit another person to do so, in the rental premises or in the residential complex. Paragraph 20 of the tenancy agreement also prohibits tenants from conducting or being involved with illegal or criminal activities in or around the unit or another person to do so as well and can be cause for the Landlord to terminate the tenancy.

Entered into evidence were associated notes, complaints, termination notices, and letters regarding disturbances and illegal activities occurring from the rental premises. Also entered into evidence was an email from the RCMP regarding a February 11, 2024, regarding the execution of a search warrant for the rental premises under the *Controlled Drugs and Substances Act* resulting in discovery and seizure of suspected crack cocaine, powder cocaine, cash, and drug paraphernalia from the rental premises. Also attached was a Territorial Court docket showing a hearing was "set for election" for the Respondent with regards to charge under the S. 5(2) of the *Controlled Drugs and Substances Act* and "for plea" S. 145(2) of the Criminal Code of Canada for the occupant under schedule "B" of the tenancy agreement.

Based on the evidence provided with regards to the execution of a search warrant under the Controlled Drugs and Substances Act, and the Territorial Court Criminal Docket showing a hearing as "set to elect", I am also satisfied on a balance of probabilities the Respondent permitted illegal activities to occur in the residential premises.

Termination of the tenancy and eviction

The initial applicant to a rental officer requested an order for payment of rental arrears, paying future rent on time, and termination of the tenancy agreement with regards to the arrears. The Applicant then amended the application based on disturbances and illegal activities. While the issue of unpaid rent and the accumulation of substantial rental arrears in itself validates the request, the evidence and testimony provided regarding disturbances and illegal activities that have occurred jeopardizes the safety of tenants within the rental complex. I am satisfied termination of the tenancy and eviction are justified.

*Order*

An Order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$56,660.05 (p. 41(4)(a));
- requiring the Respondent to comply with the obligation to report household income in accordance with paragraph 6 of the written tenancy agreement, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Respondent to pay to the Applicant the cost of for lock-outs in the amount of \$315.00 (p. 45(4)(d));
- terminating the tenancy agreement on October 14, 2024 (p. 41(4)(c), p 43(3)(d), p. (46)(2)(c)); and
- evicting the Respondent from the rental premises on October 15, 2024(p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer