

IN THE MATTER between **HNT**, Applicant, and **MBW**, 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 **self government of Behchoko in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MBW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 17, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant
	RM, representing the Applicant
<u>Date of Decision:</u>	September 25, 2024

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against MBW as the Respondent/Tenant was filed by the Rental Office July 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on July 31, 2024.

The Applicant claimed the Respondent has engaged in or allowed illegal activities on the rental premises, accumulated of rental arrears, and caused damages to the rental premises. An order was sought payment of rental arrears, payment of damages to the rental premises, to comply with their obligation not to commit illegal activities and don't breach again, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 17, 2024, in Yellowknife by three-way teleconference. TM and RM 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* pending receipt of the supporting documentation.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing June 18, 2021, and signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act (RTA)*.

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 at the time of the application was \$1,545.00.

The statement indicated the Respondent had accrued rental arrears in the amount of \$20,441.36, which included other tenancies with an accumulated total of \$7,274.36. These amounts were for tenancies dated January 1, 2005 to January 2, 2005 in the amount of \$155.36, April 1, 2006 to January 31, 2007, in the amount of \$812.81, and January 1, 2007 to January 2, 2007 in the amount of \$6,306.19. Also, included outstanding charges for other tenancies with payments made by the Respondent through a payment plan and a Canada Revenue Agency remittance. After removing the \$7,274.36, the statement of account shows the Respondent having accumulated rental arrears in the amount of \$13,167.00. According to the statement, the last time the Respondent had a zero or positive balance on the rent account was September 23, 2021.

Entered into evidence were letters from the Applicant to the Respondent regarding the accumulation of rental arrears. An updated statement entered into evidence showed no change in the rent charge, a payment of \$1,545.00 had been made and the arrears had increased to \$16,257.00.

Subsection 41(1) of the *Act* states "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement".

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondents' have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$16,257.00.

Tenant damages

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Applicant claimed costs for repair of broken windows on the rental premises. Entered into evidence were photographs and an invoice for \$3,500.00 regarding replacement of windows. During the hearing, the Rental Officer questioned the invoice to determine the value of the windows as the cost of the replacement window labour and photo evidence did not correspond. The Applicant's representative clarified the labour to complete the work and the cost was the estimate. The Rental Officer requested the estimate which corresponds to the application. The Applicant's representative rather did not providing supporting documents to the claim but rather a new invoice and estimate for \$8,049.48.

Due to the discrepancies in cost for repairs, the claim for the repairs is *dismissed*. **A new applicant can be made with accurate information.**

Illegal Activities

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 was an April 8, 2024 letter from the Applicant to the Respondent advising they had received several complaints regarding illegal activities including drug trafficking, substance abuse, and bootlegging. Also entered into evidence was a June 2017 letter informing the Applicant of the possibility of illegal activities taking place at the Respondents rental premises, numerous visits by the RCMP, and concerns for their safety. The Rental Officer questioned if they had received any police reports regarding illegal activities. The Applicant's representative testified a "bust" had taken place at the rental premises.

The Rental Officer requested from the Applicant and received a letter dated September 17, 2024, regarding a potential public safety issue for the rental premise. The letter also stated:

- the RCMP attended the rental premises 3 times for a variety of occurrences;
- there had been 1 report of drug activity for the unit; and
- August 16, 2024 RCMP received a report stating drugs being sold out of the residence, people are coming and going at all hours of the night and only staying a few minutes.

The letter also showed a RCMP file was opened for the rental premises with regards to drug offences. 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*.

As the Territorial Court Criminal Docket shows the Respondent has 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 agreement and eviction

In light of the Respondents’ repeated failure to pay the rent, the substantial amount of subsidized rental arrears that have accumulated and the fact a charge under *Controlled Drugs and Substances Act* is “set to elect”, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay the Applicant rental arrears in the amount of \$16,257.00 (p. 41(4)(a));
- requiring the Respondent to comply with their obligation not to 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 residential complex, and the Respondent must not breach that obligation again. (p. 46(2)(a), p. 46(2)(b)).
- termination of the tenancy agreement October 14, 2024 (p. 41(4)(c), p. 42(3)(f), p. 46(2)(c));
- eviction of Respondent from the rental premises October 15, 2024 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental for each day they remain in the rental premises after the tenancy has been terminated (p. 63(4)(b)).