

IN THE MATTER between **HNT**, Applicant, and **WJB**, 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-

WJB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 16, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	September 25, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against WJB as the Respondent/Tenant was filed by the Rental Office August 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on August 30, 2024. An expedited hearing was later requested and granted due to safety concerns for other tenants within the rental complex. The hearing was granted, notice of the expedited hearing served on both parties by email, and deemed served on September 8, 2024.

The Applicant alleged the Respondent had unauthorized pets on the rental premises which attacked people causing injuries and endangered others within the rental complex. The Respondent also failed to maintain their utilities, drawing electricity from other units without authorization, and has caused damages to the rental premises. An order was sought for cost of repairs, not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 16, 2024, in Yellowknife by three-way teleconference. PS 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 presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing on June 1, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Damages

The Applicant claimed costs for repair of damages to the rental premises totalling \$2,204.09. Entered into evidence were invoices, tenant damage statement, photos, and work orders detailing the work done.

The Rental Officer reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages and if the costs for the work were reasonable.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful or 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 following are the amounts claimed and my findings:

- **\$75.08, claimed and approved**, Work Order #410399, Tenant requested lock change. Invoice had been paid by Respondent.
- **\$136.50, claimed**, Work Order #TD344373, exterior door kicked in by drunks. Door frame broken. Invoice states tenants room mate broke the door intoxicated. Rental Officer questioned who it was exactly. Applicant could not confirm and was unable to obtain photo evidence, stated the Respondent would get aggressive. No photo evidence, **claim denied**.
- **\$1,611.75, claimed**, Work Order #TD436751, replacement door and 20x30 window. No photo evidence provided to show damages. **Claim denied**.
- **\$380.76, claimed**, Work Order #TD436589, change bulbs, smoke detector, switches and plates. Switches and cover plates \$21.88 approved. No photo evidence to support replacement of smoke detector or lighting. **\$21.88 approved**.

\$	96.96	Approved claim
\$	130.00	Paid towards damages
\$	33.04	Tenant credit

Utilities

Subsection 45(1) of the *Act* specifies a tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Under section 8 of the tenancy agreement between the parties, the Respondent is responsible for paying all of the utilities to the rental premises (including fuel oil, natural gas, wood, electricity, water, sewer services, and garbage disposal). As long as the Tenant is not in breach of the terms or promises of this Agreement, and/or the Tenant qualifies for a rent subsidy, the Landlord may assist the Tenant by contributing to the Tenant's utilities.

Entered into evidence, was a July 23, 2024 email from NAKA Power regarding the disconnection of service to the Respondent's rental premises. The Applicant's representative testified other tenants within the rental complex have complained the Respondent is taking electricity without authorization. The Applicant's representative also testified when discussing the electricity issue with Respondent, advising them they would remove the cords, the Respondent countered back they would just purchase a new cord. The Applicant stated the rental premises has been without power for approximately two months. The Rental Officer questioned if the Respondent is still without power, the Applicant's representative confirmed as of September 14, 2024, there was no electricity running to the rental premises.

I am satisfied, based on the evidence presented and the testimony of the Applicant's representative, the Respondent failed to comply with their obligation to pay utilities under subsection 45(1) of the Act and section 8 of the tenancy agreement.

Disturbances

Section 19 of the written tenancy agreement requires the Tenant to comply with House Rules. Article 19 of the House Rules states the Landlord prohibits pets in public housing units or on the grounds of the premises including the pets of guests. The Applicants representative testified they had received multiple complaints regarding the Respondent having unauthorized dogs in the rental premises.

Entered into evidence were associated notes regarding the Respondent's dogs attacking and causing injury to other tenants. The notes also indicated the Respondent acknowledged the dog had attacked a visitor. Also entered into evidence were photos of the rental premise showing an animal crate inside and animal faeces in the yard. Entered into evidence was also a letter to the Respondent regarding Municipal Enforcement confirming an incident and citations had been issued. Upon request, the Applicant provided an email noting multiple citations were issued regarding the Respondent's dog and that Municipal Enforcement Division was aware of other incidents but they were not reported or witnesses were not willing to co-operate.

Also, entered into evidence was an excerpt from social media regarding an incident starting at the Respondent's rental premises and carrying into the street. A September 16, 2024 letter from the RCMP indicated between March 11 and Sept 11, 2024, they had attended the Respondents residents 4 times for a variety of reasons, specifically for public safety. The letter also indicated the social media post of RCMP responding to a report of fighting, a firearm, and loose dog. No weapon was located, and no arrests were made.

I am satisfied the Respondent breached the section 19 of the tenancy agreement and article 19 of the house rules by having an unauthorized animal in the rental premises, and that they have failed to ensure adequate care and control over the animal, causing injuries and disturbances, and as a result has repeatedly and unreasonably disturbed the Landlord's and other Tenants' quiet enjoyment or possession of the rental complex (e.g., neighbourhood).

Termination of the tenancy agreement and eviction

In light of the Respondent's breach of their requirement to maintain their utilities and the repeated and unreasonable disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. Due to the reasons and severity of the disturbances, the termination of the tenancy agreement and eviction will be for the middle of October.

Orders

An order will be issued:

- requiring the Respondent to comply with their obligation to pay utilities in accordance with section 8 of the tenancy agreement, and the Respondent must not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Respondent to comply with their obligation not to disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential complex and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement on October 15, 2024 (p. 43(3)(d) and 45(4)(e)); and
- evicting the Respondent from the rental premises on October 16, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer