

IN THE MATTER between **HNT**, Applicant, and **LK**, 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 Norman Wells in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**LK**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 22, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CL, representing the Applicant</b>
	<b>AYF, representing the Applicant</b>
	<b>CO, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 28, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NWAHA on behalf of HNT as the Applicant/Landlord against LK as the Respondent/Tenant was filed by the Rental Office June 27, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was personally served on the Respondent on August 27, 2024.

The Applicant alleged the Respondent has failed to pay rent in full and on time, accumulated rental arrears, caused damages to the rental premises, and caused disturbances. An order was sought for payment of rental arrears, pay future rent on time, termination of the tenancy agreement, and eviction.

The Applicant failed to appear at the hearing originally scheduled for September 4, 2024. LK appeared representing the Respondent. The Applicant was sent a first fail to appear notice, after which they apologized, and requested the hearing be rescheduled.

The hearing was re-scheduled to October 22, 2024, in Yellowknife by three-way teleconference. CL, AYF and CO appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I adjourned the hearing *Sine Die* for the Applicant to provide supporting documents to the claim.

#### *Preliminary matters*

The application to a rental officer was in the name of a sole tenant. Some evidence provided contains information regarding the Respondent in a joint tenancy agreement which ended 14 month prior to the application for the sole tenancy agreement. The Applicant was advised they would need to make a separate application for the joint tenancy.

From this point forward the Applicant is known as the Landlord and the Respondent is known as the Tenant.

#### *Tenancy Agreement*

Evidence provided established a fixed term tenancy agreement between the parties from May 2 to Nov 30, 2023 for subsidized public housing, after which, it converted to a month-to month tenancy agreement. The tenancy agreement indicates there were two names for tenants, with one stroked out and a sole tenancy with the Tenant. The tenancy agreement was signed by the Tenant and the Landlord's representative. I am satisfied a valid sole tenancy agreement was in place in accordance with the *Act*.

*Rental arrears*

The Landlord entered into evidence a lease balance statement for the Tenant's rent account. The Statement represents the Landlord's accounting of the monthly rent and payments against Tenant's rent account. The statement provided indicates the Tenant's rent at the time of the application was \$160.00 and later increased to maximum rent chargeable of \$1,625.00 starting July 2023. The lease balance statement shows, from the onset of the tenancy, the Tenant breached their obligation to pay rent in full, on time and began to accumulate arrears.

Also entered into evidence to support the Landlord's claim were notices and invoices sent to the Tenant with regards to nonpayment of rent. A note to file and email to the Tenant indicated the additional occupant had not reported income for two years.

The Rental Officer questioned whether there was an additional occupant or not in the rental premises.

The Landlord's representative acknowledged they had received notice through the RCMP that a second person (from the former joint tenancy agreement) is residing in the rental premises. The Landlord's representative also acknowledged the names on the ledger should reflect the Tenant, not two lessees. The second person should have been recorded as an occupant on the "Schedule B", which had not been done. The representative also testified the reason for the maximum rent charge is the person from the joint lease has not filed their taxes.

The lease balance statement also notes charges and payments inaccurately recorded from the joint tenancy to the sole tenancy in the amount of \$1,274.64. As the charge and payments are in line, they have been discarded from the accounting.

Based on the evidence and testimony provided in regards to rental arrears, the Landlord has failed to maintain accurate records for charging rent based on the tenancy agreement and occupancy, and I cannot accurately determine the actual rent accounting for a rent subsidy and rent charge to the tenancy agreement and authorized occupancy. Without an accurate accounting, no monetary order for rental arrears can be issued at this time.

Using the Landlord's minimum rent charge \$80.00 per month and information provided for July 2023 to June 2024, the Tenant has accumulated rental arrears in the amount of \$685.00. However, there is a likelihood of larger arrears based on the actual household income.

### *Damages*

The Landlord claimed costs for repair of damages to the rental premises. Entered into evidence was a work order detailing the work done. The Rental Officer also requested and received photo evidence of the damages done.

The Rental Officer reviewed the claim with the evidence provided to determine if the Tenant was responsible for the damages.

The following are the amounts claimed and my findings:

- **\$1,228.80 claimed** - Work order indicates damages were done as vandalism to the rental premises by a known person. A landlord's representative indicated the Tenant had not been charged as the work was recorded as vandalism.

Claim for damages is **denied**.

### *Disturbances*

The Landlord testified and provided evidence that the Tenant or their guests had repeatedly disturbed other tenants' enjoyment of the rental premises in breach of subsection 43(1) of the Act.

Entered into evidence was a list of visits to the rental premises by the RCMP from June through September 2023. The list indicates the RCMP visited the rental premises multiple times. The Landlord's representative also testified they had been approached multiple time with regards to disturbances at the rental premises.

Upon request from the Rental Officer, the Landlord's representative provided updated information regarding disturbances. Below is information that was provided covering the last 12 months of the tenancy:

- October 17, 2024 - email from the RCMP advising they received 46 calls regarding the rental premises since Jan 1, 2024;
- October 2, 2024 - note - complaint of occupant throwing stuff from the window and yelling late in the evening.
- January 24, 2024 - note - complaint of Tenant banging and slamming doors in the middle of the night.

- January 23, 2024 - note - person observed someone shoving a person out the door and they stayed in their vehicle to avoid a situation. Also January 21, 2024, approximately 0530 hrs, loud banging from the rental premises, like furniture was being tossed.
- January 20, 2024 - note - Tenants were revving snowmobiles at 0530 outside bedroom window.
- December 14, 2023 - email to Landlord's agent, Tenant being loud. Stomping and banging.
- December 12, 2023 - email to Landlord's agent, Tenant messaging occupant to keep it down then the Tenant would be stomping and screaming from their rental premises.
- December 7, 2023 - email to Landlord's agent, building occupant advised the rental premises door had been kicked in, they had heard banging, and were afraid to sleep or be in the building. Was also afraid to leave in the morning for work.
- September 12, 2023 - note, email from RCMP advising of 7 calls for service to the rental premises since June 2023.
- September 9, 2023 - note, email complaint of babysitter leaving another apartment at 0130, intoxicated people leaving the Tenant's rental premises and harassing babysitter. Babysitter felt semi-safe, felt like they were going to follow them home. Babysitter also advised the occupants of the rental premises were very loud.
- September 9, 2023 - note, email complaint of Tenant or occupants banging and slamming doors that shook a bed of the complainant and waking someone. All the complainant could hear was yelling.
- September 2, 2023 - note, email of Tenant of occupants keeping complainant and their guest awake with constant banging, yelling and swearing. Also stated there was constant rotating of people from the rental premises with racket.
- September 2, 2023 - note, email, complainant and a child were attempting to leave their home. Tenant and occupant(s) fighting, cursing and banging. Complainant afraid to leave their home.
- September 1, 2023 - note, email complaint of late night banging and screaming from the rental premises and again in the early morning.

During the hearing, the Landlord also testified, the Tenant is on conditions not to attend or reside at the rental premises due to a domestic dispute.

### *Termination of tenancy agreement and eviction*

The Landlord's representative presented evidence to show the Tenant has failed to pay rent in full and on time by accruing rental arrears. I also find the Tenant has breached their obligation to maintain their obligation to not disturb the Landlord's or other tenant's quiet enjoyment of the rental premises or rental complex. I am satisfied that termination of the tenancy agreement and eviction are valid. However, as the Landlord's indicated a request for the Tenant to pay future rent on time and comply with their obligation to not cause disturbances and not breach that obligation again, a conditional termination of the tenancy agreement and eviction will be ordered.

### *Orders*

- requiring the Tenant to pay the Landlord rental arrears in the amount of \$685.00 (p. 41(4)(a));
- requiring the Tenant to pay their future rent on time and in full (p. 41(4)(b));
- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and must not breach that obligation again; and
- terminating the tenancy agreement:
  - (a) November 30, 2024, unless \$230.00 is paid towards the rental arrears, the monthly rent for November is paid in full, and there are no further disturbances caused by the Tenant or their guests;
  - (b) December 31, 2024, unless \$230.00 is paid towards the rental arrears, the monthly rent for December is paid in full, and there are no further disturbances caused by the Tenant or their guests; and
  - (c) January 31, 2025, unless \$225.00 is paid towards the rental arrears, the monthly rent for January is paid in full, and there are no further disturbances caused by the Tenant or their guests.

- evicting the Tenant from the rental premise:
  - (a) December 1, 2024, if the termination of the tenancy agreement becomes effective November 30, 2024;
  - (b) January 1, 2025, if the termination of the tenancy agreement becomes effective December 31, 2024; and
  - (c) February 1, 2025, if the termination of the tenancy agreement becomes effective January 31, 2025.

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Jerry Vanhantsaeme  
Rental Officer