

IN THE MATTER between **HNT**, Applicant, and **DT**, 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 Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 21, 2024**

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

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

DT, representing the Respondent

DF, witness for the Respondent

Date of Decision: **October 22, 2024**

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the HNT as the Applicant/Landlord against DT as the Respondent/Tenant was filed by the Rental Office July 3, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on July 12, 2024 and signed for on July 16, 2024.

The Applicant alleged the Respondent has engaged in illegal activities at the rental premises, causing disturbances. An order was sought for termination of the tenancy agreement and eviction.

A hearing was originally scheduled for September 9, 2024. The hearing was rescheduled to October 3, 2024, under direction of the Rental Officer to allow all updates to be provided to the Respondent. The hearing was rescheduled a second time due to hearing conflicts. The hearing proceeded on October 21, 2024, by three-way teleconference. AS appeared on behalf of the Applicant. DT appeared on behalf of the Respondent. DF appeared as a witness for the Respondent. I reserved my decision at the hearing to review the evidence and testimony.

Previous Orders

Rental Officer Order # 18254, issued May 30, 2024, ordered the Respondent to comply with their obligation to report any changes in the number of occupants to the Landlord in accordance with the tenancy agreement, a graduated monthly conditional termination notice and eviction order, with regards to reporting of occupants.

Rental Officer Order #17669, issued September 1, 2022, ordered the Respondent to pay rental arrears, pay future rent on time, not to disturb the Landlord and other tenants, and ordered the conditional termination and eviction depending on the rental arrears and subsidized rents for September, October, and November being paid on time.

Rental Officer Order #17515, issued April 26, 2022, ordered the Respondent to pay future rent on time.

Rental Officer Order #16998, issued September 3, 2022, ordered the Respondent to comply with their obligation not to cause disturbances and not breach that obligation again.

Rental Officer Order # 16438, issued May 8, 2019, ordered the Respondent to pay rental arrears, pay future rent on time, pay costs of repairs, and ordered conditional termination and eviction of the tenancy dependent on the arrears and cost of repairs being paid in full and the monthly rents from May to August being paid on time.

From this point forward, the Applicant will be known as the Landlord and the Respondent as the Tenant.

Tenancy Agreement

Evidence was provided establishing a mon-to-month tenancy agreement between the parties for subsidized public housing commencing December 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Illegal activities and disturbances

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”. Section 20 of the written tenancy agreement prohibits tenants from committing illegal activities in accordance with subsection 46(1) of the *Act*.

Section 43 of the *Act* states: “a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex”.

Entered into evidence was a June 14, 2024 letter from the RCMP with regard to potential public safety concerns at the Tenant’s rental premises, which include:

- **June 13, 2024 - Street Check** - off duty RCMP officer witnessed subjects known to be involved with drug related activity pulled up to the backyard of the rental premises;
- **June 13, 2024 - Street Check** - off duty RCMP officer witnessed subjects known to be involved with drug related activity pulled up and dropped an individual at the rental premises;
- **May 4, 2024 - Aggravated Assault** - RCMP responded to a report of a male who had been stabbed at the rental premises. (This had been raised in Rental Officer hearing 18254);
- **April 26, 2024 - Street Check** - RCMP officer witnessed a subject leave the residence and retrieve something from a vehicle. Subjects are known to be involved with drug activity;
- **April 15, 2024 - Drug Trafficking** - RCMP received tip of the subject residing at the rental premises selling drugs out of the rental premises;
- **March 7, 2024 - Information File** - RCMP officer observed a vehicle running outside of the rental premises. Subject of the vehicle and residence are known to be involved with drug activity;
- **March 7, 2024 - Drug Trafficking** - RCMP received a tip that the tenant had a few drug dealers living in the rental premises;

- **November 18, 2023 - Assault** - RCMP received a report of mischief which occurred at the rental premises, where the resident had the windows of the vehicle smashed and was then assaulted;
- **November 16, 2023 - Mischief** - RCMP received a report that the resident had witnessed an unknown male smash the window of their vehicle; and
- **August 24, 2022 - Drug Activity** - RCMP received report of suspected drug activity occurring in the shed located at the rental premises.

For the above, we can extract a general definition of a street check for the purposes of this order: *"A street check is a voluntary interaction with the public, initiated by the police officer, where the police officer makes a request for personal identifying information for a law enforcement purpose."*

The Landlord's representative also testified the illegal activities have also disturbed neighbors and their staff. Maintenance staff have refused to conduct work at the rental premise due to safety concerns. The Landlord's representative also testified a shed party was broken up by the RCMP and a vehicle had been burned out and a town clean up order issued.

Entered into evidence was an email regarding disconnection of electricity, and letter from the Landlord; a clean up order from the town and letter from the Landlord regarding a non-running vehicle and exterior photos of the condition of the rental premises. The Landlord's representative noted the clean up had been addressed.

In response to the Landlord's claim, the Tenant testified since the last hearing RCMP had attended the rental premises. The Tenant also testified, regarding the party referenced, they had been down the street, when they had returned, RCMP were at the residence, and the shed was empty. The Tenant was also submitting an *Access to Information and Protection of Privacy (ATIPP)* request to obtain proof of charges being dropped. The Tenant testified the unit next to the rental premises is a staff house.

The Tenant also stated, there are a number of children in the home and they are loud. They have also in the past allowed homeless people to remain in the unit. The Tenant had also been away for a month. There are cameras observing the area, whoever had gone into their shed was not on them, people come to the rental premises uninvited.

The Tenant also testified they had been getting better, they also talked with the Landlord's representative and no matter what, the representative wanted the Tenant's tenancy terminated, as they would never get better. The Tenant stated their children are concerned about being evicted. The Tenant is trying their best.

The witness for the Tenant testified, since they had broken-up, the Tenant had taken steps to address their personal issues and attended treatment. When the witness is home, they visit the Tenant and do not see anyone else there. In regards to the non-running vehicle, the witness had put the vehicle at the rental premises and was going to fix it for the Tenant. The person who had moved the vehicle burnt it. They have gone to the police regarding the burning of the vehicle. They also stated they had asked the vehicle to be removed and it should not be held against the Tenant.

The witness testified the Tenant has been working to improve themselves.

Termination of the tenancy agreement and eviction

The Landlord's representative presented evidence that gives the balance of probability of past illegal activities occurring at the rental premises and by doing so have caused disturbances, interfering with the Landlord's and other Tenants' possession and enjoyment of the rental premises.

I am satisfied the request for termination of the tenancy agreement and eviction are valid. However, as there was no evidence or testimony regarding illegal activities being reported since June 13, 2024, a conditional termination and eviction order will be issued.

Orders

An order will issue:

- requiring the Tenant to comply with their obligation to not cause disturbances and not breach that obligation again. (p. 43(3)(a), p. 43(3)(b));
- requiring the Tenant 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 tenancy:
 - (a) November 30, 2024, unless there are no further disturbances or illegal activities caused by the Respondent or their guests;
 - (b) December 31, 2024, unless there are no further disturbances or illegal activities caused by the Respondent or their guests;
 - (c) January 31, 2025, unless there are no further disturbances or illegal activities caused by the Respondent or their guests;
 - (d) February 28, 2025, unless there are no further disturbances or illegal activities caused by the Respondent or their guests;
 - (e) March 31, 2025, unless there are no further disturbances or illegal activities caused by the Respondent or their guests; or
 - (f) April 30, 2025, unless there are no further disturbances or illegal activities caused by the Respondent or their guests (p. 43(3)(d), p. 46(2)(c), ss. 83(2)(a)).
- evicting the Tenant from the rental premises:
 - (a) December 1, 2024, if the termination of the tenancy becomes effective November 30, 2024;
 - (b) January 1, 2025, if the termination of the tenancy becomes effective December 31, 2024;
 - (c) February 1, 2025 if the termination of the tenancy becomes effective January 31, 2025;
 - (d) March 1, 2025, if the termination of the tenancy becomes effective February 28, 2025;
 - (e) April 1, 2025, if the termination of the tenancy becomes effective March 31, 2025; or
 - (f) May 1, 2025 if the termination of the tenancy becomes effective April 30, 2025 (p. 63(4)(a), ss.(83(2))).

Jerry Vanhantsaeme
Rental Officer