

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

WR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 31, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KM, representing the Applicant

Date of Decision: November 4, 2024

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against WR as the Respondent/Tenant was filed by the Rental Office October 2, 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 October 8, 2024.

The Applicant claimed the Respondent failed to pay rent on time and in full resulting in the accumulation of rental arrears, caused disturbances, 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 scheduled for October 31, 2024, in Yellowknife by three-way teleconference. KM 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*. At the hearing, I reserved my decision, pending the receipt of documentation requested and to further review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing starting October 20, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

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

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account. The statement indicated the Tenant's rent varied based on income and the calculated monthly rent at the time of the application was \$80.00. The statement indicates the Tenant has missed over 13.5 months of rent payments.

The statement also includes a claim for lockout in the amount of \$105.00. Lockouts are not considered arrears. The arrears at the time of the application were \$1,080.00.

Also entered into evidence were multiple "Termination Notices", an "Agreement to Pay Current Tenants Promissory Note", and a customer aged detailed report. The "Agreement to Pay" was dated August 29, 2024, and signed by both parties. The agreement identified the current arrears and the Tenant agreed to pay the calculated (\$80.00) plus \$100.00 per month to the arrears.

The Landlord's representative read into record the current balance and testified regarding the payments made since the application. With the amount being reduced to \$905.00. Upon request, a copy of the lease balance statement was provided.

The updated lease balance statement indicated the Tenant breached the "Agreement to Pay" for the month of September but made a \$360.00 payment just prior to the hearing date.

I am satisfied the Respondent repeatedly failed to pay the full amount of the rent when due and did not adhere to the arranged payment agreement. I find the Respondent has accumulated rental arrears in the amount of \$905.00.

Damaged (lock-out)

Entered into evidence was an invoice dated June 28, 2024, for a lock-out charge of \$105.00 for the rental premises. To support the claim, was work order #437669 indicating the Landlord's staff attended the rental premises twice, in an attempt to assist the Tenant with being locked out.

As no associated schedule or house rules were provided as part application of the tenancy agreement, the claim for the lock-out is **dismissed**.

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, multiple complaint forms, termination notice, and letters to the Tenant regarding disturbances and illegal activities in the rental premises.

Disturbances included loud, high volume of traffic to the rental premises at night, screaming, yelling and fighting in the rental complex common area. Complaints also indicated the Tenant was housing drug dealers and drug activity. One letter to the Landlord from a building occupant advised they had witnessed drug activity in the stairwell and from the Tenant's rental Premises.

The Landlord's representative also advised there was a "Termination Notice" issued, dated October 9, 2024, for noise and disturbances. A copy was provided to the Rental Officer.

Also entered into evidence was an August 26, 2024 letter from the RCMP, regarding potential public safety issues. The letter indicated between August 1-19, 2024 there were 11 calls involving various occurrences. There were three unsubstantiated reports of drug trafficking from the rental premises. Attached to the application was a Territorial Court docket showing a hearing was set for September 24, 2024, "for plea" for the Respondent regarding a charge under s. 5(2) of the *Controlled Drugs and Substances Act*.

As a charge was made under *Controlled Drugs and Substances Act*, illegal activities may have been occurring in the rental premises. However, based on the number of reports from other tenants and the 11 visits by the RCMP, I am satisfied the Tenant has caused disturbances to the Landlord and other tenants within the rental complex.

Termination and eviction

While the issue of unpaid rent and the accumulation of rental arrears in itself validates the request for termination and eviction, the evidence and testimony provided regarding disturbances and illegal activities that have occurred jeopardizes the safety of tenants within the rental complex, and I am therefore satisfied termination of the tenancy and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$905.00 (nine hundred five dollars) (p. 41(4)(a));
- terminating the tenancy agreement on November 20, 2024 (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c)); and
- evicting the tenant from the rental premises on November 21, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer