

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

**CT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 19, 2024

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

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

**Date of Decision:** December 2, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against CT as the Respondent/Tenant was filed by the Rental Office October 15, 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 and deemed served on October 24, 2024.

The Applicant alleged the Respondent failed to pay rent in full and on time, accumulated rental arrears, caused damages, allowed unauthorized occupants to reside in the rental premises and is involved in illegal activities. An order was sought for payment of rental arrears and damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 19, 2024. CC appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The Applicant attempted personal service of the Application package but was unsuccessful. The Respondent was subsequently served by registered mail and deemed served on October 23, 2024. The hearing proceeded pursuant to section 80(2) of the *Act*. At the hearing, I reserved my decision pending the receipt of documentation request and to further review the evidence and testimony.

#### *Previous orders*

Rental Officer Order #20-13769, filed January 14, 2024, pay \$1,298.00 in rental arrears, pay \$1,487.29 for expenses directly associated with repairs to the rental premises.

#### *Tenancy Agreement*

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing starting September 1, 2019. 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 rent charged at the time of the application was \$1,625.00 and accumulated \$9,198.95 in rental arrears.

To support the Landlord's claim, entered into evidence were multiple notice letters sent to the Tenant regarding arrears and statement of account.

The Landlord's representative testified the arrears had increased to \$12,448.95. The last payment toward rent was August 9, 2024 for \$500.00.

Upon request, an updated lease balance statement was provided. The updated statement indicated the rent charge varied throughout and was continually in arrears from the beginning of the tenancy. The statement also contains a record of damages in the amount of \$5,167.83 and payments towards the damages in the amount of \$1,625.00, leaving a damage balance in the amount of \$3,542.83. Damages are not considered arrears. After removing the damage balance, the statement shows the Tenant as having accumulated rental arrears in the amount of \$8,946.12, which at the market rent charged equates to more than 5.5 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant had repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$8,946.12.

#### *Unauthorized occupants and reporting of income*

The Landlord's representative testified they have received numerous reports the Tenant is allowing their common-law and son to stay in the rental premises in breach of the sections 5 and 6 of the tenancy agreement.

The Landlord's representative testified, during an inspection of the rental premises, they found a bed made-up. They also stated the Tenant advised them the bed was made up in case they had people stay over.

The Landlord also clarified the maximum rent charge is due to non-reporting of household income.

#### *Damages*

The application to the rental officer requested the Tenant pay the costs of repairs. The lease balance statement provided with the application indicated that a payment of \$500.00 was made for damages. No other proof of damages was provided.

The Rental Officer questioned the claim for damages, and was advised the damages were in relation to a previous rental premises in 2019 under the same tenancy. The Landlord's representative verified the damage claim was included in the full lease balance statement along with a previous payment of \$100.00. When the Rental Officer requested a full lease balance statement, the Landlord provided an unrequested damage invoice.

As the application did not contain any evidence regarding the damages prior to the hearing, the claim for damages is **dismissed under this application**.

### *Illegal activities and disturbances*

The Landlord's representative testified they had received reports of an unauthorized occupant having been observed selling drugs and using drugs in the common areas of the rental complex and one of the unauthorized occupants is known for supply drugs to residents of the community.

To support the Landlord's claim, entered into evidence are associated notes and a complaint of an unauthorized occupant slamming doors when coming in and out of the building during the late hours or using a fire door to exit and setting off the alarm.

When questioned about the illegal activities and reporting, the Landlord's representative testified people report but do not want their information recorded as they are afraid.

The Rental Officer questioned RCMP attendance to the rental premises. The Landlord's representative testified the RCMP have attended the rental premises but did not have that information. The Rental Officer requested but did not receive RCMP information regarding the rental premises or the Tenant within the time line given.

In light of the evidence presented and testimony, I do not find sufficient evidence of illegal activities taking place in the rental premises or complex. However, there is sufficient evidence of disturbances occurring.

### *Termination of the tenancy agreement*

In consideration of the testimony and evidence presented, the Tenant's repeated failure to pay their rent, the amount of rental arrears accumulated, failure to report income, and the Tenant being responsible for causing disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. However, insufficient evidence was provided with regards to Landlord's claim for illegal activities and a conditional termination and eviction will be issued.

### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$8,946.12 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to comply with their obligation to report any changes to the occupancy of rental premises in accordance with paragraph 5 of the tenancy agreement and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));

- requiring the Tenant to report income in accordance with paragraph 6 of the tenancy agreement and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminate the tenancy agreement on:
  - (a) December 31, 2024, unless the monthly rent for December is paid in full, at least \$500.00 is paid towards the rental arrears, the household income is reported to the Landlord, and there are no further disturbances verified as being caused by the Tenant or their guests; or
  - (b) January 31, 2025, unless the monthly rent for January is paid in full, at least \$500.00 is paid towards the rental arrears, and there are no further disturbances verified as being caused by the Tenant or their guests; or
  - (c) February 28, 2025, unless the monthly rent for February is paid in full, at least \$500.00 is paid towards the rental arrears, and there are no further disturbances verified as being caused by the Tenant or their guests (p. 41(4)(c), p. 43(3)(d), p.45(4)(e), ss. 83(2)).
- evicting the Tenant from the rental premises
  - (a) January 1, 2025, if the termination of the tenancy becomes effective December 31, 2024;
  - (b) February 1, 2025, if the termination of the tenancy becomes effective January 31, 2025; and
  - (c) March 1, 2025, if the termination of the tenancy becomes effective February 28, 2025. (p. 63(4)(a), ss.(83(2)).

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Jerry Vanhantsaeme  
Rental Officer