

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

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

BM, witness for the Applicant

RCMP CSP, witness for the Applicant

Date of Decision: January 8, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office November 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on December 3, 2024.

The Applicant alleged the Respondent breached their tenancy agreement in regards to allowing unauthorized occupants to reside in the rental premises. The Respondent has failed to comply with two previous Rental Officer Orders to not cause disturbances and continues to cause disturbances in the rental complex. An order was sought for termination of the tenancy agreement and eviction.

A hearing was held January 8, 2025, by three-way teleconference. AS appeared representing the Applicant. BM the building caretaker and RCMP CSP appeared as witnesses for the Applicant. The Respondent did not appear, nor did anybody on their behalf. As the Respondent was personally served notice of the hearing on December 3, 2024, the hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision to further review the evidence and testimony.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing November 18, 2021. The tenancy agreement was signed by all parties.

I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous orders

Rental Officer Order #17435, dated January 14, 2022, required the Respondent comply with their obligation not to disturb the Landlord's or other tenant's enjoyment or possession of the rental premises or residential complex and not breach that obligation again, and terminated the tenancy agreement on:

- (a) January 31, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant;
- (b) February 28, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant; and
- (c) March 31, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant.

Evict the Respondent from the rental premises on:

- (a) February 1, 2022 or after if the tenancy agreement has been terminated on January 31, 2022;
- (b) March 1, 2022 or after if the tenancy agreement has been terminated on February 28, 2022; and
- (c) April 1, 2022 or after if the tenancy agreement has been terminated on March 31, 2022;

Rental Officer Order #17560, dated July 19, 2022, required the Respondent comply with their obligation not to disturb the Landlord's or other tenant's enjoyment or possession of the rental premises or residential complex and not breach that obligation again, and terminated the tenancy agreement on:

- (a) August 31, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant;
- (b) September 30, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant;
- (c) October 31, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant;
- (d) November 30, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant; and
- (e) December 31, 2022, unless no further disturbances verified as being caused by the Respondent or their guest are reported to the Applicant.

Disturbances

The Landlord's representative testified that the Tenant or their guests had repeatedly disturbed the quiet enjoyment of other tenants residing in the rental complex. The Landlord's representative stated they had spoken with the Tenant on November 1, 2024, to let them know an application was being made with the Rental Officer and if any further disturbances occurred a request for termination of the tenancy agreement and eviction would be requested. Since this time, there were multiple disturbances noted within the complex. One point of concern brought forward was a December 13, 2024 incident of a fire alarm being triggered due to a pot fire in the Tenant's rental premises. The Landlord's representative stated the Tenant has shown no signs of changing and there is a concern for other occupants of the rental complex.

The Landlord's representative called on their building caretaker as witness. The caretaker testified they had attended the Tenant's rental premises in the past for a pot fire, received multiple calls regarding partying and people accessing the building, causing disturbances to others within the rental complex. The caretaker stated they had been there 24 years and the issues are the worst it has ever been.

The Landlord's representative called on the RCMP as a witness. The RCMP member testified in the last 1.5 years there has been approximately 11 files in relation to the Tenant's rental premises and for a period of time there were no issues, then issues restarted. The RCMP witness noted all files they have dealt with have been alcohol related. There has also been two files for which the Tenant contacted the RCMP while intoxicated and have attended the rental premise for various issues.

To support the Landlord's claim, entered into evidence were tenant notes and letters between January 2023 and November 1, 2024:

- January 30, 2023 - Note and Letter: warning tenant of a noise complaint due to Tenant arguing with a guest;
- May 2, 2023 - Note and Letter: warning of multiple complaints of an incident of the Tenant's guest being intoxicated and walking around the rental complex in underwear;
- May 2, 2023 - Note and Letter: warning of the Tenant's guest leaving the building unsecured by propping doors open and the importance of maintaining security of the rental complex;
- January 2, 2024 - Note and Letter: warning of a window being left open during a below - 20c temperature and heat being off in the rental premises;

- November 1, 2024 - Note and Letter: warning of further disturbances by the Tenant and their guests being intoxicated and arguing in the early hours keeping people awake.

On January 6, 2025, the Landlord provided updated notes regarding disturbances occurring and related to the Tenant. The update included:

- November 28, 2024 - Note and Letter - Landlord received complaints of constant noise, music, yelling and fighting coming from the Tenant's rental premises from the evening of November 19 through November 21st. There was also a possibility of physical altercation having taken place. The issues occurred with the Tenant and two of their guests.
- December 5, 2024 - Note and Letter - Landlord received more complaints regarding loud music at late hours and constant traffic from the rental premises. Complaint concerned for family well being.
- December 30, 2024 - Note - Landlord outlining a chain of events from November 27 to December 13, 2024 at the rental complex in relation to the Tenant. The Landlord's representative noted they had received 15 noise and disturbance complaints. On December 20, 2024, the Landlord attended rental complex to review security video footage due to complaints which included:
 - ▶ December 10, 2024 - 3 complaints of yelling and banging coming from the Tenant's rental premises from December 9 - 10, 2024;
 - ▶ December 11, 2024 - 2 complaints of yelling and banging coming from the Tenant's rental premises and the guest of the Tenant being intoxicated and falling in the hallway;
 - ▶ December 12, 2024 - 6 complaints of arguments, fighting and banging coming from the Tenant's rental premises and the guest of the Tenant being intoxicated and falling in the hallway;
 - ▶ December 13, 2024 - Fire alarm caused by a pot fire in the Tenant's rental premises. No damage caused but smoke had filled the rental complex. Guest of the Tenant required assistance to vacate during the alarm due to intoxication. 3 complaints received due to the situation;
 - ▶ Landlord's representative also noted the Tenant's guests were intoxicated in the common area of the complex and harassing other residents.

The Rental Officer questioned the quiet period indicated by the RCMP. The Landlord's representative stated this may have been a period for which the Tenant had attended treatment. However, the Tenant never tells them anything. They also stated that others in the building may not report issues as they become accustomed to the disturbances.

I am satisfied the Tenant has repeatedly disturbed the Landlord's and other tenants' enjoyment and possession of the rental premises.

Unauthorized occupants

Section 5 of the written tenancy agreement specifies that no additional occupants are permitted to reside with the Respondent without the Landlord's express written consent. "Schedule B" to the written tenancy agreement lists any authorized occupants, of which there are none listed.

During the hearing, the Landlord's representative testified the Tenant has two people who on and off again reside in the rental premises with the Tenant. The Rental Officer questioned the relationship between the Tenant and the other people. The Landlord testified, they are boyfriends at that time, and at this moment, is not the same individual who was indicated on the application.

During the hearing, the caretaker testified one of the Tenant's boyfriends G had been in and out of the unit.

As the Tenant did not attend and based on the testimony of the Landlord's representative and witnesses, I find the Tenant likely breached section 5 of the tenancy agreement by allowing unauthorized occupants to reside in the rental premises.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, I am satisfied the Tenant has repeatedly disturbed the Landlord's and other tenant's quiet enjoyment of the rental premises in contrary to subsection 43(1) of the Act and paragraph 12(c) of tenancy agreement and breached the tenancy agreement by allowing another person to reside in the rental premises without the Landlord's authorization. I am satisfied the Landlord's request for termination of the tenancy agreement and evictions are justified.

Orders

An order will be issued:

- ▶ requiring the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- ▶ requiring the Tenant to comply with their obligation not to permit unauthorized persons to reside in the rental premises and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- ▶ terminating the tenancy agreement on January 31, 2025 (p. 43(3)(d)), p. 45(4)(e)); and
- ▶ evicting the Tenant from the rental premises on February 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer