

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

AD

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 CJP, witness for the Applicant
AD, representing the Respondent

Date of Decision: January 9, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against AD 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 and their guests have repeatedly disturbed the Landlord and other tenant's quiet enjoyment of the rental complex, compromising the safety of the building and the residents. An order was sought for a Respondent to not cause further disturbances and to not breach that obligation again, 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 C/JF, appeared as witnesses for the Applicant. AD appeared representing the Respondent. An "Oral Decision" was issued at the end of the hearing,

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing June 7, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

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

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 testified the issue started the last weekend of October 2024. The representative had been contacted regarding different disturbances and complaints about the Tenant and their guests. As a result of the disturbances, the Landlord's representative reviewed the building security video footage, resulting in a notice being provided to the Tenant. The representative testified there have been multiple issues in the building in December 2024, the Landlord obtaining a security contractor to patrol, monitor cameras during the evening hours and submit daily reports. The representative stated since security has been in place, they have received 18 complaints from other residents about things occurring in the building, and also documented 44 incidents regarding the Tenant or their guests. The representative also pointed to an incident on December 30, 2024, where a guest of the Tenant vacated the building, returned, and then robbed a person at the building. The representative stated due to the activities taking place, they are having to move residents out.

The Landlord's representative called on their building caretaker as witness. The caretaker stated since the Tenant moved in, the building has had issues. The Tenant has had guests walking throughout the building. An individual who visits the Tenant was found attempting to break into and steal the money from the laundry machines. The caretaker stated they had been there for a period of time and this is the worst it has been. The caretaker did note it was not all the responsibility of the Tenant, as there are other occupants causing issues as well. The caretaker stated the Tenant has dropped their keys to people outside to allow them entrance to the rental complex. The Landlord's representative also pointed out the caretaker no longer resides in the building due to issues and only comes to clean when safe to do so.

The Landlord's representative called on the RCMP as witness. The RCMP member testified in 2024 they have responded three times to the Tenant's rental premises. Twice by other residents regarding noise from possible parties and once for a "breach" by an individual, who was located in the Tenant's rental premises. The RCMP member also testified in 2025, they attended the rental premises twice. Once was for a suspected drug overdose. Upon arrival, the overdosed guest had been given Narcan. The second visit was related high traffic into the Tenant's rental premises.

To support the Landlord's claim and submitted into evidence were tenant notes and letters:

- September 4, 2024 - Note - complaint from caretaker of the Tenant giving their keys to others to come and go from the rental complex, and the guests letting other unauthorized people into the building;
- September 6, 2024 - Letter - warning letter to the Tenant regarding the September 4, 2024 note and during a review of security footage, noted people entering the building and rental premises with a key not provided by the Landlord;
- October 31, 2024 - Note and Letter - warning of multiple complains of disturbances caused by the Tenant and their guests over on October 25 - 27, 2024. The letter pointed out RCMP and an ambulance had attended the rental complex and the Landlord's representative reviewed security footage, identifying the Tenant and their guests had been the cause of multiple disturbances, ranging from improper entry to the rental complex, riding a bike in the hall, heavy traffic in the late hours, noise waking other tenants, frequent movement of guests, loitering, illegal drug use outside the rental complex.

On January 6, 2025, the Landlord's representative provided an update to the application. The update indicated:

- From November 27 - December 14, 2024 - 12 separate complaints by residents concerning the Tenant and their guest. The complaints included heavy and constant traffic; Tenant's guest allowing unauthorized visitors into the building, damage and drug use in common areas, tampering of locks and known criminals and drug users residing with the Tenant; and
- Meeting with security personnel - noting the Tenant's rental premises has been a security concern. Constant traffic from the Tenant's rental premises. Tenant's guests have been seen vandalizing the rental complex, damaging door locks, leaving trash in common areas, and causing disturbance. The security personnel also provided a daily report of disturbances caused by the Tenant and their guests from December 15 to 27, 2024. In this time period, there were 27 recorded incidents.

In response to the Landlord's claim, the Tenant stated they have only seen the RCMP attended the rental premises once, not all the times stated. When the RCMP had attended, there were only themselves and one other person. The Tenant also stated the RCMP had visited the rental premises looking for people. Also, in regards to the suspected overdose, there was a guest who was intoxicated, collapsed and non-responsive, which resulted in the Tenant administering Narcan and an ambulance had been called. The Tenant also stated there were no drugs there at that time or being done.

The Tenant testified they had talked to a person repairing the back door and pointed out security issues with the door and how it could be remedied. The Tenant also acknowledged they were dropping the key from the window for guest to enter the rental complex rather than going to meet them. This no longer was taking place as they had made arrangements to have building access connected to their phone. The Tenant testified they are not selling drugs or doing anything illegal from the rental premises. They feel their rental premises is not the loudest on the floor, the Landlord has never attended regarding noise. They claim the Landlord and caretaker are never at the building. The Tenant stated they were the caretaker at one point and the building's quality has dropped. The Tenant acknowledged some of their guests are rough around the edges but most are respectful. The Tenant also acknowledged one guest has been an issue but no longer welcome and this person is a part of the building issue. In regards to the robbery, the Tenant had no knowledge of the issue until receiving the application to a rental officer. The Tenant stated the person involved in the robbery was the person no longer welcome in the rental premises. The Tenant stated some of the issues could be addressed by having a full time caretaker at the rental complex. The Tenant testified they have talked with their friends, laid down the law with regards entering, visiting, and exiting the rental complex. They also raised a concern on how a noise complaint can be extrapolated from video footage without sound.

The Tenant stated the door problem is more related to the community's drug issue and entering because of way the door is secured. The Tenant claimed they have removed numerous people from the building but stopped, as it is not their responsibility. The Landlord's representative acknowledged there are people that let other is in but these people at times are guests of the Tenant.

The Rental Officer questioned the Landlord's representative, who confirmed all video footage noted in the application was personally reviewed by themselves. In regards to the door security issue, the Landlord's representative noted they have reviewed records, repairs have been done and constantly being broken. It is common that individuals and guests are often just allowing people to access the building. The Landlord's representative did acknowledge the Tenant is not the only problem tenant.

The Rental Officer pointed out and the Tenant acknowledged when dropping the keys to people to enter, they acknowledge they hold full responsibility for that person until they either vacate the rental complex or attend another rental unit within the building. The Tenant confirmed they have escorted guests from the building at times but not always. The Tenant stated they usually watch from the window to see if their guest vacated. If they do not vacate, then often it is due to them visiting a separate rental unit, and were fine with that. The Rental Officer pointed out in the evidence of constant traffic between rental premises can be deemed a disturbance.

The Rental Officer questioned the Tenant regarding the note regarding a relationship of the individual claiming to reside in the rental premises. The Tenant advised the individual was an acquaintance who was storing personal items in the rental premises. They are not residing there and no longer welcome in the rental premises.

Termination of the tenancy agreement and eviction

Subsection 43(1) 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".

In consideration of the testimony and evidence presented by both parties, I am satisfied the request for termination of the tenancy agreement and eviction is justified. In the initial application, the Landlord requested then withdrew a conditional termination of the tenancy agreement. During the hearing, the Tenant did acknowledge there were disturbances caused by their guests and have taken steps to address this. Based on the Tenant's acknowledgement, a conditional termination of the tenancy agreement and eviction was issued at the hearing.

Orders

An order will be issued:

- 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));
 - termination of tenancy:
 - (a) January 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord;
 - (b) February 28, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord;
 - (c) March 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord;
 - (d) April 30, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord; or
 - (e) May 30, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord (p. 43(3)(d), ss. 83(2)).
 - evicting the Tenant from the rental premises:
 - (a) February 1, 2025, if the termination of the tenancy agreement becomes effective January 31, 2025;
 - (b) March 1, 2025, if the termination of the tenancy agreement becomes effective February 28, 2025;
 - (c) April 1, 2025, if the termination of the tenancy agreement becomes effective March 31, 2025;
 - (d) May 1, 2025, if the termination of the tenancy agreement becomes effective April 30, 2025; or
 - (e) June 1, 2025, , if the termination of the tenancy agreement becomes effective May 30, 2025 (p. 63(4)(a), ss 83(2)).
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Jerry Vanhantsaeme
Rental Officer