

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

VT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 9, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

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 VT 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 the tenancy agreement by allowing unauthorized occupants to reside in the rental premises, caused disturbances disrupting the Landlord's and other tenants quiet enjoyment of the rental complex. Initially, an order was sought for the Respondent to comply with their obligation to not allow unauthorized occupants to reside in the rental premises and not breach that obligation again, not cause disturbances and not breach that obligation again, conditional termination of the tenancy agreement, and eviction. At the hearing, the request was amended for unconditional termination of the tenancy agreement and eviction.

A hearing was held January 9, 2025, by three-way teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anybody on their behalf. 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 February 19, 2021. 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.

Unauthorized occupants

Section 5 of the written tenancy agreement prohibits the Tenant from permitting anyone to reside with them without the advance written consent of the Landlord. Schedule B to the written tenancy agreement would list any occupants in addition to the Tenant who are authorized to reside at the rental premises. There are no names included on the Schedule B attached to the Tenant's signed tenancy agreement.

The rental premises is a singles unit in a design of a studio suite.

The Landlord's representative testified the Tenant is allowing their daughter to reside in the rental premises on and off since 2021. The Landlord's representative noted the daughter is often seen in the rental complex more than many of the residents.

Entered into evidence to support the Landlord's claim are tenant associated notes and letters to the Tenant identifying the Tenant has allowed their daughter to reside in the rental premises without the Landlord's consent.

I am satisfied the Tenant has been permitting their daughter to reside at the rental premises, without the Landlord's expressed written consent. I find the Tenant has repeatedly failed to comply with their obligation not to permit unauthorized occupants to reside at the rental premises.

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

- May 19, 2021 - Letter advising the Tenant they had let two unauthorized individuals into the rental complex to attend other units and were door knocking, causing the Landlord's caretaker to receive multiple complaints;
- September 27, 2021 - Note and letter advising the Tenant of the Landlord receiving multiple complaints regarding an incident occurring on September 22 and 23, 2021, of loud noise, yelling, music, and partying;
- November 24, 2021 - Note and Letter advising the Tenant of the Landlord receiving multiple complaints regarding loud arguing between two people in the Tenant's rental premises which spilled into the hallway;
- May 30, 2022 - Note regarding a complaint from the caretaker regarding the Tenant and their guests. The Note indicated May 27, 2022, RCMP attended the rental complex to review security footage as there was a claim the Tenant and others had been involved in some illegal activity;
- October 31, 2024 - Note and letter regarding RCMP attendance at the rental complex. The Landlord's representative viewed security footage and noted the Tenant's daughter was residing in the rental premises and along with the Tenant have allowed unauthorized guests into the rental complex. Some of the guests are known to the Landlord's representative to be involved in illegal activities.

- November 1, 2024 - Note recorded by the Landlord's representative advising of the application to a rental officer.

On January 6, 2025, the Applicant's representative provided an update regarding disturbances. The update indicated:

- December 20, 2024, the Landlord's representative attended and reviewed security footage from November 27 to December 14, 2024. The footage indicated the Tenant's daughter was a regular in the rental complex, visiting the rental premises and when unable to access, was observed roaming the building and sleeping in the stairwell. The footage also noted the Tenant was receiving constant guests and during this time frame had been observed tampering with the building locks, loitering, smoking in the stairwell, and causing noise. There was also an incident of three people loitering in a stairwell who claimed to be guests of the Tenant.

The Landlord's representative testified since the date of submission there has been 10 recorded incidents, almost all involved the Tenant's daughter. The Landlord's representative stated the Tenant and daughter are part of the major concerns within the rental complex. The Tenant's daughter has been observed tampering with door locks, and involved in an assault that took place at the rental complex. The Landlord's representative noted the video footage of the assault had the daughter returning to the Tenant's rental premises afterwards.

The Landlord's representative testified because of the issues caused by the Tenant, their daughter, and others in the building, the caretaker cannot safely reside in the building and they are part of the reason security has been contracted for the building. The Landlord's representative also testified they no longer serve documents without RCMP assistance or other staff present.

The Landlord's representative stated due to safety concerns, the Landlord has been notified the building has been deemed an unsafe workplace and enacted a safe work policy for the building. The notice identified the Tenant's rental premises as an unsafe workplace. The Landlord testified the Tenant did provide verbal notice they are looking to vacate the building but have not yet done so.

Upon request of the Rental Officer, the Landlord's representative read into the record the building safe work policy without identifying other rental units of concern. The Landlord stated they will not use their vehicle for work due to threat of vandalism.

I am satisfied the Tenant has repeatedly disturbed the Landlord's and other tenants' enjoyment and possession of 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 eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to comply with their obligation to not cause disturbance and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Tenant to comply with their obligation to not permit unauthorized occupants to reside in the rental premises and not 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