

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

**BS**

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 10, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against BS 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 December 3, 2024.

The Applicant alleged the Respondent failed to pay the cost of damage to the rental premises and the Respondent and their guests have unreasonably and repeatedly disturbed the Landlord and other tenants quiet enjoyment of the rental complex. Initially an order was sought for the cost of repairs to the rental premises, not cause further disturbances, and not breach that obligation again, a 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 June 28, 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.

#### *Tenant damages*

The Landlord claimed costs for repair of damages during the tenancy. Entered into evidence were work orders detailing the work done, invoices, file note, and unsigned payment agreement for arrears.

Subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant.

During the hearing, the Landlord's representative testified how the damages occurred. The Landlord also testified the Tenant wanted to arrange a payment plan, but it was never enacted, as the Tenant never met with them afterwards.

The Rental Officer reviewed the claim with the evidence and testimony provided to determine if the Tenant was responsible for the damages and if the cost for the work was reasonable.

The following are the amounts claimed and my findings:

- **\$166.95, claimed and approved** - Invoice #40963, related to the repair of the Tenant's door for the rental premises that had been kicked in due to a kitchen pot fire. A resident kicked in the door assisted the Tenant to vacate the rental premises. Charge for labour only as repairs were for the door jam only. No photo evidence was available but was **supported by work order and testimony**.
- **\$27.83, claimed and approved** - Invoice #41304, related to window screen repair requested by the Tenant. Charge for labour only as surplus materials were used. **Supported by work order and testimony.**

\$ 194.78	Total approved costs
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Based on the evidence provided and testimony of the Landlord's representative, I find the Tenant responsible for damages to the rental premises in the amount of \$194.78.

#### *Disturbances*

The Landlord's representative testified when the Tenant first entered into a tenancy agreement, there were some minor issues but they progressively worsened as the tenancy continued. The representative stated they started to experience issues with the Tenant's brother who had been residing with them on and off. The Landlord's representative testified RCMP had attended the rental complex on the last weekend of October 2024. The Tenant's brother was observed being intoxicated in the hallway and disturbing other residents. It was also noted there was a lot of traffic to and from the Tenant's rental premises. The Landlord also referenced the pot fire claimed under the damages.

The Landlord's representative also stated since the application had been filed, there have been 20 complaints received from residents and 9 issues of disturbances reported by security. One reported incident noted by security was a person openly using illicit drugs in the stairwell. When approached by security, the person had stated they were a guest of the Tenant. RCMP had been called. However, the guest had returned to the Tenant's rental premises. RCMP attended and asked the Tenant to reduce the noise.

The Landlord also testified, that due to the issues caused by the Tenant, a building resident has had to temporarily leave the building.

The Landlord stated the Tenant's personal issues have been part of the problem as well as that of their guests. The Tenant is one of the reasons why the caretaker cannot safely reside in the building and are part of the reason security has been contracted.

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

- September 2024 - Note and Letter regarding the Tenant providing keys to other entering the building;
- October 22, 2024 - Notes and Letters regarding the Tenant and guest arguing loudly and banging on the floor, causing disturbances to other residents. Letter also given identified the Tenant had an unauthorized person residing with them; and
- October 31, 2024 - Note and Letter regarding incidents occurring the last weekend of October resulting in RCMP and ambulance attendance. Security footage indicated a guest of the Tenant being intoxicated and moving between different apartments. While doing so, would fall onto the floor, walls and doors. Also, guests of the Tenant were causing disturbances by being loud in the common areas of the rental complex between the hours of 9pm and 2am.

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

- December 20, 2024, the Landlord's representative reviewed security footage from November 27 to December 14, 2024, due to complaints regarding the Tenant. The note pointed to the Tenant's guests using illicit drugs in common areas, tampering with locks, damages, noise, yelling and intoxicated people attending the rental premises.

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*

In consideration of the testimony and evidence presented, the Tenant and their guests repeatedly and unreasonably disturbing the Landlord's and other tenant's quiet enjoyment of the rental complex, I am satisfied the request for termination of the tenancy agreement and eviction are justified.

*Order*

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$194.78 (p. 42(3)(e));
- 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));
- terminating the tenancy agreement on January 31, 2025 (p. 43(3)(d)); and
- evicting the Tenant from the rental premises on February 1, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer