

IN THE MATTER between **NSHC**, Applicant, and **DC**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**NSHC**

Applicant/Landlord

-and-

**DC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 22, 2025

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

**Appearances at Hearing:** RB, representing the Landlord

**Date of Decision:** January 23, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by NSHC as the Applicant/Landlord against DC 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 Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on November 20, 2024.

The Applicant alleged the Respondent failed to pay rent on time and in full resulting in the accumulation of rental arrears, has not reported income as required by the tenancy agreement, caused damages to a rental premises, and caused disturbances. An order was sought for the payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 8, 2025, but rescheduled as the Applicant requested an expedited hearing due to the safety concerns for other tenants in the rental complex because of possible illegal activities taking place within the rental premises. The hearing was scheduled for December 18, 2024. The Applicant did not appear, nor did the Respondent. A first fail to appear notice was sent to the Applicant and the hearing was rescheduled and took place on January 22, 2025, by three-way teleconference. RB appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Respondent was served notice of the rescheduled hearing by email on January 7, 2025. 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 month-to-month tenancy agreement between the parties commencing on August 1, 2023. 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.

#### *Rental arrears*

The Landlord entered into evidence an "Account Statement" representing the Landlord's accounting of the rent balances due from September 1 to November 15, 2024, the application date. The tenancy agreement and the "Account Statement" are in alignment showing the monthly rent charge is \$1,437.00. The "Account Statement" shows from September through November 2024, the Tenant failed to pay rent, resulting in the accumulation of \$4,311.00 in rental arrears.

The Landlord testified at the time of the application, there was a concern the Tenant had not provided accurate information required for their Housing Program. The Landlord claimed the Tenant said a daughter was living with them, later found to be false. The parties had discussions to address issues, but the Tenant but stopped communicating. The Tenant then contacted the Landlord to advise they were no longer employed. A Record of Employment was requested for rent adjustments, but not received and the arrears continued to increase. The Landlord also advised, they could still adjust rent if the Tenant contacts them.

To support the Landlord's claim are "Account Statements", emails, and a 10-day termination notice dated October 8, 2024.

An updated "Account Statement" showed the Tenant continued to not pay the rent, with the arrears increasing to \$7,185.00.

I am satisfied the "Account Statement" accurately reflects the current status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due, accumulating rental arrears in the amount of \$7,185.00.

#### *Disturbances*

Subsection 46(1) of the *Act* states: "a tenant shall not commit an illegal act or carry on an illegal trade, business or occupation or permit another person to do so, in the rental premises or in the residential complex."

Section 43 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." Section 15© of the written tenancy agreement requires the Tenant and dependents conduct themselves in a manner respecting other tenants and local community.

Entered into evidence were email complaints and concerns from residents within the rental complex regarding activities taking place in the rental premises that could indicate someone may be trafficking drugs with ongoing visitors and traffic.

An email to the Landlord also noted a resident of the rental complex was being exposed to the smell of drugs frequently, and it was becoming disruptive. The email also noted garbage was outside of the Tenant's rental premises. Photo evidence was provided to support the complaint.

The Landlord testified the Tenant was in contact with a neighbor, who advised the Tenant left in November 2024. The Landlord continued to attempt to contact the Tenant but has been unsuccessful. The Tenant left the rental premises unsecured, resulting in unauthorized occupants gaining entry. The Landlord was able to have the unauthorized occupants addressed. The Landlord also stated the rental premises has an odor, most likely due to food.

The Rental Officer questioned after the unauthorized occupants were addressed and the locks were changed, why was the rental premises not deemed abandoned. The Landlord stated when attending the rental premises, a familiar person was there and advised the Tenant was out of the community and going to be returning. The Landlord was unable to determine the Tenant's whereabouts and had not gotten any response. The Landlord also stated attending the rental premises with the RCMP, the unauthorized occupants vacated and the rental premises was secured. The Rental Officer questioned the lock change and notification method. The Landlord stated the lock change was completed on December 13, 2024 and notice was left on the door for the Tenant, there is an on-call number. The Rental Officer expressed concern regarding notification of the lock-change.

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

*Termination of tenancy agreement and eviction*

In consideration of the testimony and evidence presented, the Tenant's repeated failure to pay their rent and the amount of rental arrears accumulated, the Tenant and their guests unreasonably disturbing the Landlord and other tenants quiet enjoyment of the rental complex, I am satisfied the request for termination of the tenancy agreement and eviction are justified.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$7,185.00 (p. 41(4)(a));
- 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));
- terminate the tenancy agreement on February 3, 2025 (p. 41(4)(c), p. 43(3)(d)); and
- evict the Tenant from the rental premises on February 4, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer