

IN THE MATTER between **HNT**, Applicant, and **SS and GB**, Respondents;

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 **hamlet of Fort Providence in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SS AND GB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 16, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MB, representing the Applicant
	GB, representing the Respondents
	SS, representing the Respondents
<u>Date of Decision:</u>	January 16, 2025

REASONS FOR DECISION

An application to a rental officer made by Fort FPHA on behalf of HNT as the Applicant/Landlord against SS and GB as the Respondents/Tenants was filed by the Rental Office December 3, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent Dec 9, 2024.

The Applicant alleged the Respondents have repeatedly failed to pay rent when due and in full and had accumulated rental arrears, and caused ongoing disturbances. An order was sought for the payment of rental arrears, termination of the tenancy, and eviction.

A hearing was scheduled for January 16, 2025, by three-way teleconference. MB appeared representing the Applicant. GB and SS appeared on behalf of the Respondents. Prior to commencing, the Respondents request the hearing to be rescheduled as they had forgotten about the hearing and were dealing with an impaired parent. The Rental Officer advised the Respondents had sufficient notice of the hearing; one Respondent could attend on behalf of both Respondents and the Applicant confirmed they wished to proceed. The Respondents elected to remain in the hearing. I reserved my decision to review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing August 8, 2013, and signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order #10-8040, dated September 17, 2004, required the Respondents to repair or pay cost of repairs of a damaged door.

From this point forward the Applicant/Landlord will be known as the Landlord and the Respondents/Tenants will be known as the Tenants.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenants' rental account from the start of the tenancy. The statement indicated the Tenants' calculated rent varied based on income, the rent was calculated at \$345.00. According to the statement, the last time the Tenants were in a positive or zero balance on the rent account was January 16, 2024. At the time of the application, the Tenants monthly rent was \$580.00. Since the zero balance date, the lease balance shows the Tenants underpaid 7 and missed 2 months rent resulting in the accumulation of \$2,790.00 in rental arrears.

Entered into evidence were associated notes and letters to the Tenants detailing their arrears.

On January 10, 2025, the Landlord's representative provided an updated lease balance statement. The statement noted the Tenants had made a partial payment of \$400.00 towards December 2024 rent, the rent for January had not been paid, which increased the arrears to \$3,550.00. Which, based on the current rent charge, equates more than 6 months of unpaid rent.

The Tenants did not dispute the claim. They stated they were unemployed, but looking. They also stated they would pay the arrears before the end of February 2025.

The Rental Officer questioned if the updated statement had been provided to the Tenants prior to the hearing. The Tenants testified they did not have a copy. The Landlord's representative testified they had mailed the statements to the Tenants a week prior. For clarification, the Rental Officer had the Landlord's representative read into the record the charges and payments from the updated lease balance statement since the application was served and directed the Landlord's representative to provide a copy by email to the Tenants. The Rental Officer clarified and the Tenants confirmed they understood what was read into the record.

I am satisfied the lease balance statement accurately reflects the current status of the Tenants rent account. I find the Tenants repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$3,550.00.

Illegal activities and 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 19 of the written tenancy agreement prohibits tenants from committing illegal activities in accordance with subsection 46(1) of the *Act*.

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.”

Entered into evidence were associated notes and letters to the Tenants regarding illegal activities taking place at the rental premises. These included:

- **November 7/8, 2023** - Note - Complaints of drug dealing and traffic. Letter sent to Tenants regarding issue.
- **January 22, 2024** - Note and Letter - Complaints of traffic and disruption of neighbours, Tenants selling illegal substances from rental premises.
- **March 4, 2024** - Note and Letter - Complaints of traffic and disruption of neighbours, Tenants selling illegal substances from rental premises.
- **April 12, 2024** - Note and Letter - Complaints of traffic and disruption of neighbours, Tenants selling illegal substances from rental premises.
- **April 22, 2024** - Note and Letter - Complaints of traffic and disruption of neighbours, Tenants selling illegal substances from rental premises.
- **May 29, 2024** - Note and Letter - Complaints of traffic and disruption of neighbours, Tenants selling illegal substances from rental premises. Warning of application to a Rental Officer being made.
- **June 28, 2024** - Note and Letter - Complaints of traffic and disruption of neighbours, Tenants selling illegal substances from rental premises. Warning of application to a Rental Officer being made.
- **June 24, 2024** - Note -stating a letter was sent out for illegal activities. No letter was included in the application package. Landlord’s representative stated the information was combined with the June 28, 2024 letter.

The Landlord’s representative testified the application was basing on complaints from people regarding traffic and disturbances within the neighbourhood.

In response, the Tenants stated there was a person always making complaints but this person does it as well. The Tenants testified they get visitors and people also ask for rides. They also stated they no longer drink. The Rental Officer explained and the Tenants confirmed they become responsible for any person that visits and what can be deemed a disturbance.

The Tenants also disputed the illegal activities. The Rental Officer questioned and the Landlord's representative was unable to confirm charges had been laid for illegal activities or if the RCMP had visited the rental premises. The Tenants' stated the only time the RCMP attended the rental premises was when they call them on each another.

It was also noted there have been no further updates regarding disturbances since the application was filed.

Based on the testimony and evidence provided, I find the actions of the Tenants disturbed the landlord's and other tenant's quiet enjoyment and possession of the rental premises due to traffic and other disruptions reported. I do not find sufficient evidence of illegal activities taking place at the rental premises.

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenants repeatedly failed to pay rent on time or in full, resulting in substantial rental arrears, I also find the Tenants disturbed the Landlord and other tenants quiet enjoyment of the rental premises and complex. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified. As the Tenants committed to addressing the arrears and there have been no further disturbances reported, a conditional termination of the tenancy agreement and eviction order will be issued.

Orders

An order will be issued:

- requiring the Tenants to pay the Landlord rental arrears in the amount of \$3,550.00 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time and not breach that obligation again (p. 41(4)(b));
- requiring the Tenants 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 Tenants or their guests reported to the Landlord;
 - (b) February 28, 2025, unless the rental arrears of \$3,550.00 and the monthly rent for February are paid in full, and there are no further disturbances caused by the Tenants or their guests reported to the Landlord; or
 - (c) March 31, 2025, unless the monthly rent for March is paid in full and there are no further disturbances caused by the Tenants or their guests reported to the Landlord (p.41(4)(c), p. 43(3)(d), ss. 83(2)).
- evicting the Tenants 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; or
 - (c) April 1, 2025, if the termination of the tenancy agreement becomes effective March 31, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer