

IN THE MATTER between **HNT**, Applicant, and **PW**, 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 **self government of Behchoko in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

PW

Respondent/Tenant

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | February 25, 2025 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | TM, representing the Applicant |
| | LE, representing the Applicant |
| | PW, represnting the Respondent |
| <u>Date of Decision:</u> | February 26, 2025 |

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against PW as the Respondent/Tenant was filed by the Rental Office December 3, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent January 23, 2025.

The Applicant alleged the Respondent has accumulated rental arrears and has engaged in or allowed illegal activities in the rental premises. An order was sought for payment of rental arrears, cease committing illegal activities, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 25, 2025, in Yellowknife by three-way teleconference. TM and LE appeared representing the Applicant. PW appeared representing the Respondent. I reserved my decision to allow the Applicant to provide requested documentation and to review the evidence and testimony.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing August 7, 2020, and 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 will be known as the Landlord and the Respondent will be known as the Tenant.

Rental arrears

The lease balance ledger entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account and the subsidy provided by the landlord from the start of the tenancy. The statement indicated the Tenant's calculated rent is fully subsidized and their rent is \$75.00 per month and the last time the Tenant was in a positive balance was June 6, 2023.

The ledger indicates since the last positive balance, the Tenant missed multiple payments resulting in the accumulation of \$821.00. To support the Landlord's claim, entered into evidence were account statements and multiple letters to the Tenant regarding arrears both before and after the positive balance date.

Prior to the hearing, the Landlord provided a lease balance statement indicating no payments had been made towards rent since the application to a rental officer had been made.

The Tenant did not dispute the rental arrears. The Tenant stated they thought income assistance was working on that but see the arrears continue to rise. They are applying for income assistance to assist with rent.

Subsection 41(1) of the *Act* states: "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement".

The Rental Officer requested and was provided a lease balance statement dating back to the start of the tenancy. The lease balance statement verified the Tenant had not pay rent and the arrears increased to \$1,121.56, which equates to more than 14.9 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$1,121.56.

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 20 of the written tenancy agreement prohibits tenants or occupants from committing illegal activities in accordance with subsection 46 of the *Act*.

The Landlord's representative claimed the Tenant has allowed or engaged in illegal activities at the rental premises. To support the claim, entered into evidence were two anonymous letters sent to the Landlord within 6 months of the application regarding drug activity; a letter to the Tenant regarding disturbances and illegal activities; photos of the rental premise; an RCMP letter noting between June 1 and October 31, 2024, they had attended the rental premises 20 times for a variety of occurrences for safety concerns such as assaults. The RCMP report indicated one possible drug specific complaint which was concluded due to insufficient evidence, and a Territorial Court Docket identifying a person with charges.

The Tenant acknowledged they were involved in illegal activities such as drug dealing at the rental premises but stopped, as they are leaving for treatment to allow them to get their children back. They also testified illegal activities will not occur again.

The Rental Officer questioned if there had been any reports received regarding the Tenant's rental premises since the application had been made. The Landlord's representative testified they had received three calls in October 2024; three calls in November 2024; two calls in January 2025 and one at the beginning of February 2025. The Tenant stated the RCMP had not visited the rental premises since November 4, 2024. The Rental Officer requested and received the associated notes regarding the complaints. The notes indicated complaints of drug activity, and in one case the RCMP attended with staff and found drug paraphernalia and a firearm.

The Rental Officer questioned the Landlord's representative about the relevance of the photos. The Landlord's representative testified the photos show activity at the rental premises and damages. The Tenant testified the window had been broken for a period of time and was related to a former partner, not drug activity. The Tenant acknowledged they had not reported the damages.

The Rental Officer also questioned the relevance of the Court Docket. The Tenant stated the name on the docket was their former partner who had been staying with them. It was noted the former partner was not reported to the Landlord as an occupant. The Rental Officer pointed out under the tenancy agreement all occupants are to be reported to the Landlord. The Tenant also acknowledged the other occupants were not with her and had not been removed. The Landlord's representative testified, specific documentation was required to remove an occupant from the tenancy agreement. The Tenant stated they are to get their children back after treatment. They are not going to risk illegal activities in the future.

Section 43 of the Act requires tenants to not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex. Although this application did not specifically site this section as the reason for termination and eviction, it is clear from the evidence and the testimony that the illegal activity created disturbances to the Landlord's quiet enjoyment of the rental premises.

Based on the evidence and testimony of the Landlord's representative, I am satisfied that in addition to illegal activity the Tenant is also responsible for disturbances in breach of section 43 of the Act.

Termination of the tenancy agreement and eviction

While the Tenants repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated is enough to terminate the tenancy agreement, the Tenant's acknowledgement in allowing illegal activities in the rental premises to occur breaches the tenancy agreement as well as caused disturbances to the Landlord's the quiet enjoyment of the rental premises as well. Therefore, I am satisfied 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 \$1,121.56 (p. 41(4)(a));
- requiring the Tenant to comply with their obligation not to commit an illegal activities at the rental premises and not breach that obligation again(p. 46(2)(a), p. 46(2)(b));
- terminate the tenancy agreement March 13, 2025 (p. 41(4)(c), p. 46(2)(c)); and
- evicting the Tenant from the rental premises on March 14, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer