

IN THE MATTER between **HNT**, Applicant, and **SC**, 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:

HNT

Applicant/Landlord

-and-

SC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 6, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	February 7, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA as the Applicant/Landlord against SC as the Respondent/Tenant was filed by the Rental Office December 10, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on December 14, 2024.

The Applicant alleged the Respondent has caused damages to the rental premises, breached obligations under the tenancy agreement, and caused disturbances in the rental premises and complex. An order was sought for payment of damages, immediate termination of the tenancy agreement and eviction.

A hearing was scheduled for February 6, 2025, in Yellowknife by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. Due to the severity of the claim, I reserved my decision to further review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement for subsidized public housing commencing June 22, 2017. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Damages

The Applicant claimed costs associated for damages during the tenancy. Entered into evidence were the Tenant's lease balance statement, work orders, invoices, and photos.

Under 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, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

I reviewed the evidence provided to determine if the Respondent was responsible for the work done and if the costs were reasonable:

The following are the amounts claimed and my findings:

- **\$157.50 - claimed and approved** - Invoice 133135A, dated May 16, 2024 - unclogging of toilet. Building maintenance was called to unclog toilet. **Supported by photo evidence.**
- **\$131.25 - claimed and approved** - Invoice 133462A, dated June 6, 2024. Keys lost. **Supported by evidence.**
- **\$131.25 - claimed and approved** - Invoice 13344A, dated October 16, 2024. Requested by Tenant. **Supported by testimony and evidence.**

\$ 420.00	Total damages approved
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Based on the evidence provided, and testimony of the Applicant's representative, I find the Respondent responsible for damages in the amount of \$420.00.

Disturbances

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.

The Applicant's representative testified the Respondent has been causing continuous disturbances and illegal activities are occurring within the rental premises. The representative testified since February 2023 there were multiple incidents of disruptive behaviour. Between April and October 2024, the RCMP attended the rental premises seven times due to public safety. A copy of the RCMP report was included in the application. The Applicant's representative also testified and provided a note regarding recent activity in the rental premises and the conditions of the rental premises itself. The representative stated there were reports of guests pulling fire alarms and involved in destructive activities, altercations, and illegal activities. As a result of these activities, the safety of other residents has been endangered. The representative also stated two evicted former tenants from another building shifted their operations to the rental complex.

To support the Applicant's claim, submitted into evidence were tenant notes, security provider notes, emails, and letters.

In 2023, there were 15 recorded incidents at the rental premises or rental complex regarding disturbances. The disturbances ranged from excessive noise, yelling, intoxication, fighting.

In 2024 and 2025 further incidents were identified:

- January 26, 2024 - Security report regarding a resident advising someone was calling for help from the Respondent's rental premises. Security responded and found an aggressive intoxicated person who was requested to vacate the rental complex. The aggressive person would not vacate, situation escalated as the Respondent got involved. After being advised RCMP would be called, the person vacated.
- April 8, 2024 - Security report regarding commotion coming from the Respondent's rental premises. When security attended, after attempting contact, a call for help was heard. After entering, three people observed, with one person bleeding. Person was escorted out and offered RCMP assistance.
- April 9, 2024 - Security report regarding a knock on the door by the Respondent who quickly left. Security footage showed a person had left the rental premises. When questioned by security, the Respondent claimed they had been assaulted. RCMP were later observed attending the rental premises.
- April 18, 2024 - Security report regarding the Respondent reporting occupants in another rental unit had attempted to assault them. RCMP assistance was offered but declined. Security later observed three people leaving another rental unit. A person was observed with them after who had keys to the Respondent's rental premises. One person claimed to be residing with the Respondent. The three individuals were escorted from the building.
- May 5, 2024 - Note regarding security report of a guest of the Respondent removed from the rental complex, a physical altercation took place, and damage occurred to a vehicle at the rental complex parking area and attempted damage the security provider's vehicle.
- May 20, 2024 - Security report regarding the Respondent requesting security assistance to remove an unwanted guest who was threatening them harm. Person left without incident.
- May 24, 2024 - Note regarding the Respondent asking security to remove a guest from her rental premises. Three people vacated without incident.
- May 24, 2024 - Security report indicated while observing security cameras, the Respondent was observed pushing a person. When responding, the Respondent was observed punching the person in the face.

- May 25, 2024 - Security report regarding while observing security cameras, three people were observed loitering in a stairwell. When security was responding, two other people were found loitering in the entrance area and left the building. Security then found one of the loiterers accessing the Respondent's rental premises. Security report notes the loiterers may have been conducting a drug deal.
- September 19, 2024 - Note regarding high influx of individuals moving in and out of the Respondent's rental premises. The Respondent was witnessed giving access to individuals who then loitered in the building and kept the door propped open. Guest of the Respondent threatened security "I hope someone will kill you".
- September 20, 2024 - Note and security report regarding the Respondent calling the security provider to assist in removal of an unwanted guest. Guest was requested to leave and left without incident.
- September 22, 2024, Note and security report regarding security patrol finding a person loitering. When asked to leave the complex, they accessed the Respondent's rental premises.
- October 4, 2024, Note of security report of RCMP attending and arresting three individual who were guests of the Respondent that was related to an aggravated assault incident. RCMP also attended the rental premises and arrested five more people in relation to the same incident.
- October 15, 2024, Note regarding security responding to calls for help at the rental premises. When responding, was given access to the rental premises and found a person on the floor in distress and two others in the rental premises. Person in distress claimed their phone was taken and they were being assaulted. After being offered to contact emergency services, the distressed person changed their story and claimed nothing occurred. Then they vacated the rental premises.
- October 16, 2024, Note and letter to the Respondent regarding the receipt of numerous complaints for disturbances and altercations at the rental premises. Letter also noted RCMP attendance.
- October 22, 2024, Note of security report regarding a call from an unknown number complaining the Respondent was allowing people into the building and creating chaos in the hallway. Security resolved the issue, escorted six unknown people from the building without incident.

- October 24, 2024, Note of security report of security who were monitoring security cameras where the Respondent brought 2 people into the building. One person remained with the Respondent, the other was in the hallway by the entrance. Security responded and found four people loitering within the building. People left without incident.
- October 26, 2024, Security report regarding the Respondent requesting assistance to remove unwanted guests from the rental premises. Respondent claimed they had been punched. Five people escorted out.
- November 5, 2024 - Letter from RCMP advising between April 1 and October 22, 2024, the RCMP attended the rental premises for a variety of occurrences. The incident on October 4, involved an assault, where the suspect was located in the Respondent's rental premises.
- December 22, 2024 - Note regarding a security report of the fire alarm being activated. Security footage showed a person had vacated the Respondent's rental premises smoked in the rental complex common areas.
- January 10, 2025 - Note regarding a security report of the fire alarm being activated. Security footage showed a guest of another rental unit pulled the alarm then proceeded to enter the Respondent's rental premises.
- January 19, 2025 - Note regarding a security report where loud commotion was coming from the Respondent's rental premises. A person came to the door, and security observed a person on the floor claiming to be physically assaulted.

The Applicant's representative expressed concern the Respondent's actions endanger the safety of the other residents within the rental complex.

I am satisfied the Respondent has repeatedly failed to comply with their obligation not to cause disturbances.

Unauthorized occupants

The application to the rental officer stated the Respondent breached their obligation under the tenancy agreement by allowing unauthorized occupants to reside in the rental premises. The Applicant's representative testified two former tenants were evicted from another rental complex and took up occupancy with the Respondent. One person was evicted in July 2024 and the other in March 2024.

Paragraph 5 of the tenancy agreement states all other people other than the tenant who may occupy the premises shall be listed on Schedule "B". No additional persons may reside in the premises without prior written consent of the Landlord. The Tenant promises to seek the Landlord's consent to add a resident, and to notify the Landlord if any resident moves out of the Premises. The Landlord will not consent to allow occupants who have been convicted of and not pardoned for, bootlegging, or trafficking in illicit substances, if the offence occurred in "rental premises" or in a "rental complex" as these terms are defined in the Act.

Schedule "B" of the tenancy agreement shows a person was added as an occupant when the tenancy started. As the Applicant had stated the dates of the evictions, they are not authorized occupants under the tenancy agreement.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, I am satisfied the Respondent and their guests have 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 others 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:

- require the Respondent pay to the Applicant costs of repairs in the amount of \$420.00 (p. 42(3)(e));
- requiring the Respondent to comply with their obligation not to permit unauthorized persons to reside in the rental premises and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement on February 14, 2025 (p. 43(3)(d)); and
- evicting the Tenant from the rental premises on February 15, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer