

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

ME

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 26, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant
	LE, representing the Applicant
<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 ME as the Respondent/Tenant was filed by the Rental Office January 28, 2025. 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 on February 3, 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, immediate termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 26, 2025, in Yellowknife by three-way teleconference. TM and LE appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. As the Respondent was served notice of the hearing by personal service on February 3, 2025, the hearing proceeded pursuant to section 80(2) of the *Act*. I reserved my decision to review the evidence and testimony.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing April 1, 2022, 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 is known as the Landlord and the Respondent as the Tenant.

Rental arrears

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 lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account from the start of the tenancy. The statement indicated the Tenant's calculated rent is fully subsidized, their rent is \$75.00 per month, and the last time the Tenant was in a zero or positive balance was February 28, 2024. The statement also indicated at the time of the application, the Tenant had accumulated \$200.00 in rental arrears, which equated to more than 2.6 months of unpaid rent.

Entered into evidence to support the Landlord's claim was a lease balance statement, lease ledger, rent statements, and multiple notices sent to the Tenant regarding arrears.

Prior to the hearing, the Landlord provided an updated statement. The updated statement indicated rent had been paid for January but not for February. The arrears balance remained at \$200.00.

During the hearing, the Landlord's representative testified the Tenant's rent was paid through government rental assistance and had yet to be received for February.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$200.00.

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 or occupants from committing illegal activities in accordance with subsection 46 of the Act.

The Landlord's representative claimed illegal activities are taking place at the Tenant's rental premises. To support the Landlord's claim were associated notes recording complaints, an email complaint, and a letter to the Tenant dated December 9, 2024. The Rental Officer questioned the evidence provided:

- April 10, 2024 email complaint - documenting other issues besides illegal activities, identifying traffic to and from the rental premises all day and night during the weekends, and drug traffickers selling from the rental premises. *Landlord's representative testified they met with the Tenant regarding the complaint and the Tenant did not respond.*
- October 22, 2024 - associated note - Landlord received a verbal complaint of drug trafficking from the unit. Also noted the tenant was overcrowding the rental premises. *Landlord's representative testified they had a discussion with the Tenant regarding the issue.*
- December 9, 2024 - Letter to Tenant regarding the receipt of numerous complaints of illegal activities from trafficking to substance abuse to boot legging. The letter demanded the Tenant to stop these activities. Other issues also identified on the letter. *The Landlord verified this was the only written notice provided to the Tenant.*

The Rental Officer questioned why notes were not being recorded when complaints were typically received. The Landlord's representative stated they only started to record information in notes in the fall of 2024. The Rental Officer also questioned RCMP reports. The Landlord's representative stated they did not have police reports, they check the court docket first and found Tenant was not listed. The Landlord's representative also testified they get complaints but nobody puts it in writing. People report, they do not have pictures, but they do see people from outside the community at the rental premises. They want the drug dealers out of the community.

The Act does not require the same burden of as the Courts needing for illegal activities. However, there must still be a balance of probabilities for illegal activities occurring. The Landlord provided minimal evidence to support the claim of illegal activities.

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 the Tenant has caused disturbances to the Landlord's quiet enjoyment of the rental premises.

Other issues

During the summations, the Landlord brought forward that the Tenant is allowing others to reside with them and not reporting to the Landlord. They have been advised around 10 people reside in the 1 bedroom unit.

The Landlord could have included the breach of the tenancy agreement for occupancy, they did not, and therefore will not be addressed in this hearing.

Termination of the tenancy agreement and eviction

While the Tenant's repeated failure to pay the rent is enough to terminate the tenancy, the rent is typically addressed through rental assistance programs, just not always on time. I also find the Landlord's claim for illegal activities to be insufficient to warrant an immediate termination of the tenancy agreement and eviction. I do find a conditional termination of the tenancy agreement and eviction is justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$200.00 (p. 41(4)(a));
 - requiring the Tenant to pay future rent in full (p. 41(4)(b));
 - requiring the Tenant to not disturb the Landlord or other tenants quiet enjoyment of the rental premises or rental complex and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
 - 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));
 - terminating the tenancy agreement on:
 - (a) March 31, 2025, unless \$50.00 is paid towards the rental arrears, the monthly rent for March is paid in full, and there are no further reports of illegal activities or disturbances caused by the Tenant or their guests reported to the Landlord;
 - (b) April 30, 2025, unless \$75.00 is paid towards the rental arrears , the monthly rent for April is paid in full, and there are no further reports of illegal activities or disturbances caused by the Tenant or their guests reported to the Landlord; or
 - (c) May 31, 2025, unless \$75.00 is paid towards the rental arrears, the monthly rent for May is paid in full, and there are no further reports of illegal activities or disturbances caused by the Tenant or their guests reported to the Landlord (p. 41(4)(c),p. 43(3)(d), p. 46(2)(c)).
 - evicting the Respondent from the rental premises:
 - (a) April 1, 2025, if termination of the tenancy agreement becomes effective March 31, 2025;
 - (b) May 1, 2025, if termination of the tenancy agreement becomes effective April 30, 2025; or
 - (c) June 1, 2025, if termination of the tenancy agreement becomes effective May 31, 2025 (p. 63(4)(a), ss. 83(2)).
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Jerry Vanhantsaeme
Rental Officer