

IN THE MATTER between **HNT**, Applicant, and **RK**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

RK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 4, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
RK, representing the Respondent

Date of Decision: March 4, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against RK 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 Hay River, Northwest Territories. The filed application was personally served on the Respondent on February 11, 2025.

The Applicant alleged the Respondent allowed a guest to commit an illegal act at the rental premises by allowing a guest assault another person in the rental complex. The Respondent has also repeatedly disturbed the quiet enjoyment of the Landlord and other tenants by their actions and their guests within the rental complex. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for March 4, 2025, by three-way teleconference. AS appeared representing the Applicant. RK appeared representing the Respondent. I reserved my decision to further review the evidence and testimony.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing June 6, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous orders

Rental Officer Order #15379, dated January 23, 2022, required the Respondent to pay to the Applicant compensation for use and occupation for the rental premises in the amount of \$1,778.64.

From this point forward the Applicant is known as the Landlord and the Respondent as the Tenant.

Disturbances and illegal activity

The Landlord's representative claimed the Tenant and their guests have repeatedly disturbed the Landlord's and other tenants quiet enjoyment of the rental premises.

Entered into evidence were associated notes and a history of events related to the Tenant's tenancy and rental premises. The history identifies numerous issues occurring at the rental premises and rental complex during the month of December 2024 by the Tenant or their guests. The evidence establishes a repeated history of disturbances and illegal activities affecting the quiet enjoyment of the rental complex for the Landlord and other tenants. The history shows there was multiple complaints of heavy and constant traffic, illegal drug use, possible trafficking, damages to the rental complex, and other disturbances caused by Tenant or their guests. Noted incidents include:

- December 18, 2024 - Security advising the Tenant to stop letting non-residents into the rental complex. Guests of the Tenant observed smoking suspected illegal drugs in the hallway;
- December 23, 2024 - two known incidents - Guest of a different rental unit causing problems attending the Tenant's rental premises and being noisy. A visitor to the Tenant's rental premises being assaulted by a guest. The guest then vacated the rental complex. RCMP attended the rental complex. After RCMP departure, the guest returned to the rental premises;
- December 24, 2024 - heavy traffic to the Tenant's rental premises. Guests seen tampering with door locks. Noisy.
- December 30, 2024 - people allowed into rental complex by guests of the Tenant. People let in were loitering and causing disturbances. RCMP attended and removed them from the rental complex;
- December 31, 2024 - four people let into the rental complex by a guest of the Tenant and loitering in the stairwell and causing disturbances. RCMP attended and removed individuals from the building; and
- January 2, 2025 - person let into the complex by a guest of Tenant and causing disturbances in the rental complex.

As a result of the incidents, under subsection 51(5) of the Act, on January 6, 2025, the Applicant's representative issued a notice of termination to the Tenant and for the Tenant to vacated and turn over vacant possession the rental premises on February 28, 2025.

On February 27, 2025, the Applicant's representative provided updated Tenant notes regarding the rental premises. The notes indicated:

- February 18, 2025 - two early morning incidents and noise complaints. The Tenant or their guest has been allowing people to enter the rental complex causing cause disturbances or to loiter; and
- February 20, 2025 - Landlord's representative reviewed security footage, supporting the February 18, 2025 report where two identified guests were observed causing disturbances and allowing unauthorized guests into the rental complex. February 16, 2025 - footage of another guest allowing 4 unauthorized people into the building. February 14, 2025 - Tenant's guest let another person into the rental complex who loitered in the stairwell. Person was escorted out of the complex by security personnel.

At the hearing, the Landlord's representative testified after being served with the application to a rental officer, the Tenant spent significant time in hospital. While in hospital, the Landlord's representative along with a social worker met with the Tenant regarding the tenancy; upcoming Rental Officer hearing and potential change for request from termination of the tenancy agreement and eviction to conditional termination of the tenancy agreement and eviction. The Tenant acknowledged this, however after returning to the rental premises further complaints were received. The Landlord's representative testified on February 26, 2025, a building occupant visited the Tenant late at night when they notice his lights were on and were aware of his current health issues. During the visit, the occupant was assaulted by the Tenant's guest, the assault was reported to RCMP. As a result of the incident, they wish to proceed with the termination and eviction.

The Tenant denies the Landlord's claim of the assault. The Landlord clarified the Tenant did not assault the occupant, but the guest of the Tenant did the assault. The Tenant identified the guest and building occupant. The Tenant stated the visitor was not acting appropriately. The occupant knocked on the window and after observing the guest overacted. The Tenant stated the building occupant was controlling and asked them to leave, if they had known there would have been an issue, they would not have let the building occupant to enter the rental premises. The Tenant stated they did not see the physical altercation themselves.

The Rental Officer questioned the other incidents reported by the Landlord. The Tenant stated a male attended the rental premises with a knife and accompanied by two females. The group scared the Tenant. The Tenant acknowledged they had tried to contact the police and also identified the armed person. The Rental Officer questioned the Tenant's guests tampering of locks. The Tenant advised they got access to the building. The Tenant also stated the only person they allowed into the building was the social worker and home care worker. The Tenant stated they did not remember incidents that occurred in December 2024, and raised their health issues again.

The Landlord's representative clarified they only consider visitors as guest if they can confirm as coming from the Tenant's rental premises. The Rental Officer questioned and the Tenant stated they walk people to the door when leave. The Rental Officer went through the December 2024, January 2025, and February 2025 report of disturbances and security involvement. The Tenant denied security attending. The Landlord's representative verified security was working. The Tenant acknowledged RCMP did attend the rental premises and provided them with evidence in relation to an incident. The Tenant stated they did not know how people entered the rental complex.

The Rental Officer questioned the initial application change. The Landlord's representative stated the Tenant has been untruthful. The Landlord's representative stated the Tenant claims people are cleaning for him but are actually staying with them. Some of these people are previous tenants who have been evicted. One of these people have been entering the building with keys. The Landlord's representative stated the Tenant does not change his actions even after being talked to. The Rental Officer questioned the Tenant providing keys. The Tenant stated their keys had been taken and were required to obtain a new set. The Tenant's keys had disappeared from the rental premises. The Landlord's representative clarified the Tenant was provided with new keys February 18, 2025. The Landlord's representative testified a known person has been using the key. The Tenant denies providing keys to the person. The Landlord's representative provided information of them observing the person the Tenant denied as having keys enter and exit the rental complex and rental premises.

I am satisfied there has been a repeated and unreasonable pattern of disturbances and illegal activities occurring at the rental premises caused by the Tenant or their guests.

Other Tenant concerns

The Tenant stated they had medical issues and surgery and could not afford be without housing and must maintain a clean lifestyle. The Tenant also claimed they were subject to theft and identity theft by a known person. The Tenant clarified the theft did not occur at the rental premises.

Termination of the tenancy agreement and eviction

Subsection 51(5) of the Act allows the landlord of subsidized public housing to terminate a month-to-month tenancy by giving at least 30-days written notice. Notice under subsection 51(5) does not require an application to a rental officer for an order to terminate a tenancy, nor does it require a reason to terminate the tenancy. However, subsection 55(3) does require the landlord to give written notice to terminate the tenancy, including the reason for terminating the tenancy. An application to a rental officer is required for an eviction order under section 63 of the Act, but subsection 63(5) authorizes a Rental Officer to reinstate a tenancy that was terminated under subsection 51(5) when they determine the request for eviction is unjustified. This would mean the Rental Officer must first determine the reasons for the tenancy to be terminated are justified under subsection 51(5).

Based on the evidence and testimony, I am satisfied the notice to terminate the tenancy agreement was given in accordance with subsection 51(1). I am satisfied the Tenant has caused unreasonable disturbances in the rental complex and by actions of the Tenant's guests have carried out illegal acts within the rental complex as well.

I am satisfied the Landlord's request for eviction is justified as well.

Orders

An order will be issued:

- terminating the tenancy agreement on March 24, 2025 (p. 43(3)(d), p. 46(2)(c), 51(5)); and
- evicting the Respondent from the rental premises on March 25, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer