

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

SI

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

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 SI 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 or their guests repeatedly disturbed the quiet enjoyment of the Landlord and other tenants 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. The Respondent did not appear, nor did anybody on their behalf. The Respondent was personally served on February 11, 2025. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. 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 January 1, 2016. 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 #16738, dated November 27, 2019, required the Respondent to comply with their obligation not to disturb the Landlord or other tenants' quiet enjoyment of the rental premises or complex and not breach that obligation again.

Rental Officer Order #17067, dated November 16, 2020, required the Respondent to pay costs of repairs in the amount of \$743.00, required the Respondent to comply with their obligation not to disturb the Landlord or other tenants' quiet enjoyment of the rental premises or complex and not breach that obligation again, terminated the tenancy agreement between the parties on February 28, 2021, unless there are no further disturbances caused by the Respondent or someone they permit to enter the residential complex or rental premises, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on or after March 1, 2021.

Rental Officer Order #17218, dated May 6, 2021, required the Respondent to comply with their obligation not to disturb the Landlord or other tenants' quiet enjoyment of the rental premises or complex and not breach that obligation again, terminated the tenancy agreement September 30, 2021, required the Respondent to vacate the rental premises on or before that date, unless no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant.

Rental Officer Order #17726, dated November 18, 2022, required the Respondent to comply with their obligation not to disturb the Landlord or other tenants' quiet enjoyment of the rental premises or complex.

Rental Officer Order #17878, dated March 9, 2023, required the Respondent to comply with their obligation not to disturb the Landlord or other tenants' quiet enjoyment of the rental premises or complex and not breach that obligation again, required the Respondent to comply with their obligation not to commit an illegal act in the rental premises or residential complex, terminated the tenancy agreement on August 31, 2023, unless no disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant.

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

Disturbances

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. The Tenant has a history of causing disturbances. The rental complex is described as bachelor unit is a singles complex.

At the hearing, the Landlord's representative testified they worked closely with the Tenant during their tenancy. The Landlord testified after there was a police raid in another rental unit which recovered illicit drugs and firearms, individuals that who attended the raided rental unit migrated to the Tenant's rental premises. The RCMP conduct frequent visits to the rental premises. The Landlord's representative identified two people of interest were noted to be attending the Tenant's rental premises.

The Landlord's representative testified the Tenant visited the Landlord's workplace while under the influence of drugs and advised they had no plans to maintain residency in the rental premises. The Landlord testified they had a long history with the Tenant and in the past assisted the Tenant with life issues. However, at this point the Tenant had gotten themselves into a poor position. The Landlord stated when the Tenant is not causing problems, the Tenant's guests are.

Entered into evidence are associated notes and a repeated history of disturbances affecting the Landlord's and other tenants' quiet enjoyment of the rental premises and rental complex. The history shows there were multiple complaints of heavy and constant traffic, illegal drug use and alleged drug trafficking, guests causing disturbances, garbage being left in common areas, damages to the rental complex, and tampering with rental complex locks. Noted incidents include:

- December 13, 2024 - maintenance staff attending the rental complex for a fire in another rental unit, when the Tenant approached the staff while under the influence shouted at, berated and intimidating them. The Tenant also attempted the same action to RCMP when attending the rental complex.
- December 23, 2024 - the Landlord's representative was contacted by a person looking to get personal items from the Tenant's rental premises from when they had lived there. It was noted the Tenant was not given authorization and had denied anyone had resided with them.
- The Landlord's representative review of video surveillance footage showed:
 - ▶ the Tenant was having guests for short suspicious visits;
 - ▶ guests tampering with building locks;
 - ▶ guests loitering and making noise and trash in the common areas and harassing other tenants;
 - ▶ guests allowing others access to the rental complex, some visit and others do not visit the Respondent's rental premises;
 - ▶ guests attending the rental premises were suspected drug users or traffickers;

- Security reported:
 - ▶ heavy traffic between the Tenant's rental premises and another rental unit;
 - ▶ security stopped individuals from forcing entry into the rental complex. Individuals were aggressive and verbally abusive. RCMP attended the rental premises in response.
 - ▶ December 19, 2024 - security removed objects from entry doors left by guests of the Tenant;
 - ▶ December 22, 2024 - Tenant's guest tampered with building door; number of people given access to rental complex were noisy; short term visits to rental premises.
 - ▶ December 23, 2024 - individuals left the Tenant's rental premises and were noisy in the common areas; guests to the rental premises were noisy.
 - ▶ December 26, 2024 - individuals invited to the Tenant's rental premises were noisy, traffic between the rental premises and another rental unit were noisy;
 - ▶ December 27, 2024 - individuals invited to the Tenant's rental premises were noisy. Guests were found loitering in common areas;
 - ▶ December 29, 2024 - individuals invited to the Tenant's rental premises were noisy, traffic between the rental premises and another rental unit were noisy;
 - ▶ December 30, 2024 - individuals invited to the Tenant's rental premises were noisy.
- January 3, 2025 - note of RCMP informing the Landlord's representative of a known drug dealer at the rental premises.

The Landlord's representative noted the Tenant's actions are putting the safety of the building and all residents in serious jeopardy. The Rental Officer requested clarification to the statement. The Landlord's representative stated the Tenant's guests are using illicit drugs in common areas and certain guests are known to be armed.

As a result of the incidents, under subsection 51(5) of the Act, on January 6, 2025, the Landlord'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 26, 2025, the Landlord's representative provided updated tenancy notes and incidents regarding the Tenant and their guests in the rental premises and rental complex. The notes report:

- ▶ February 2, 2025 - eight incidents of noise and disturbances caused by the Tenant or their guests. Tenant's guest allowing unauthorized individuals into the rental complex. Guest loitering in stairwell and escorted out of the rental complex by security personnel. RCMP attendance at the rental premises;
- ▶ February 3, 2025 - two incidents of Tenant's guests causing noise and a guest allowing other individuals into the rental complex;
- ▶ February 4, 2025 - five incidents including noise, Tenant's guests allowing unauthorized individuals into the rental complex, and reports of smoking in common areas of the complex;
- ▶ February 5, 2025 - three reported incidents including Tenant's guests loitering, guest allowing unauthorized individuals into the rental complex;
- ▶ February 6, 2025 - four incidents including Tenant's guests allowing unauthorized individuals into the rental complex, and noise;
- ▶ February 7, 2025 - traffic between the Tenant's rental premises and another unit. Tenant and their guests creating high traffic and noise;
- ▶ February 8, 2025 - eight incidents including noisy traffic between the Tenant's rental premises and another tenants unit. Tenant's guest allowing unauthorized individuals to the rental complex. Guests loitering in the common areas of the rental complex. Security involved to escort individuals from the rental complex;
- ▶ February 9, 2025 - four incidents including Tenant's guest allowing unauthorized individuals into the rental complex and loitering. Security involved;
- ▶ February 10, 2025 - five incidents including noise and heavy traffic. Tenant's guest tampering with building locks and guest allowing unauthorized individuals into the rental complex;
- ▶ February 11, 2025 - three incidents including noisy traffic to Tenant's rental premises, unauthorized individuals entering the rental complex making noise and guest tampering with building lock;
- ▶ February 12, 2025 - three incidents of noisy traffic between the Tenant's rental premises and another rental unit. Tenant's guest allowing unauthorized individuals into the rental complex and loitering;

- ▶ February 13, 2025 - four incidents including Tenant allowing individuals into the rental complex which needed to be removed for loitering. Noise from the Tenant's rental premises. Item being dropped down stairwell to another person in the building;
- ▶ February 14, 2025 - four incidents including Tenant's guest allowing unauthorized individuals into the rental complex. Individuals loitering and causing disturbances. Security involvement;
- ▶ February 15, 2025 - six incidents including high traffic between the Tenant's rental premises and another rental unit, also causing noise. Tenant's guest allowing unauthorized individuals entry into the rental complex and loitering. Security involved;
- ▶ February 16, 2025 - three incidents including noise, loitering;
- ▶ February 17, 2025 - four incidents including high traffic and noise from the Tenant's rental premises. Tenant's guests allowing unauthorized individuals entry into the rental complex. Security involved;
- ▶ February 18, 2025 - four incidents including Tenant's guest allowing unauthorized individuals entry into the rental complex. High traffic between the Tenant's rental premises and another rental unit and loitering in building common areas. Security involvement.

The Rental Officer questioned the September 10, 2024 note regarding keys. The Landlord testified they believe there are multiple sets of keys for the rental complex and premises. The Landlord testified the Tenant maintains their keys on a lanyard. Security footage shows the Tenant's guests carrying the Lanyard to get into the building and at times the Tenant can be seen without keys and getting buzzed back into the rental complex.

I am satisfied there have been a repeated and unreasonable pattern of disturbances occurring at the rental premises and rental complex caused by the Respondent or their guests.

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 tenancy agreement was terminated in accordance with subsection 51(5). I am satisfied the Tenant or their guests had caused unreasonable disturbances in the rental complex.

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 13, 2025 (p. 43(3)(d)), ss. 51(5)); and
- ▶ evicting the Respondent from the rental premises on March 14, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer