

IN THE MATTER between **HNT**, Applicant, and **BM and ET**, Respondents;

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-

BM AND ET

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 5, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

BM, representing the Respondents

ET, representing the Respondents

Date of Decision: March 5, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against BM and ET as the Respondents/Tenants 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 Respondents on February 11, 2025.

The Applicant alleged the Respondents or their guests have repeatedly disturbed the Landlord's and other tenants quiet possession and enjoyment of the rental premises and complex. An order was sought for the Respondents to comply with their obligation not to disturb the Landlord's and other tenants quiet enjoyment and to not breach that obligation again, conditional termination of the tenancy agreement, and eviction.

A hearing was held on March 5, 2025, by three-way teleconference. AS appeared representing the Applicant. BM and ET appeared representing the Respondents. At the hearing, I issued an oral order. The parties were advised the order and reasons for decision would be written and sent to all parties.

Tenancy agreement

The Applicant provided, as evidence, a written month-to-month tenancy agreement between the parties for subsidized public housing starting November 18, 2022, and signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act (Act)*.

From this point forward the Applicant would be known as the Landlord and the Respondents as the Tenants.

Rental premises

The Tenants previously resided in seniors apartment complex on the second floor. The Tenants currently reside in a side-by-side rental duplex. The duplex is located in an area containing other rental properties.

Disturbances

The Landlord's representative claimed the Tenants and their had repeatedly disturbed the Landlord's and other tenants' possession and quiet enjoyment of the rental premises and rental complex. The Landlord's representative stated the Tenants are not typically the issue, guests are often illegal drug users or involved in drug trafficking. The Landlord's representative testified they transferred the Tenants from the previous address to the current address to due to the volume of complaints. The Landlord's representative also stated a person of interest for a shooting in Alberta and a police stand-off was seen at their rental premises.

To support the Landlord's claim and entered into evidence were tenant associated notes and letters regarding reported disturbances.

The Tenants did not dispute the claim for the most part. The Tenants stated they cannot have people over as many of the residents of the community have issues themselves. The Tenants also claimed they feel they are being screened by those in the neighbourhood. One other person residing nearby hounds them as well. They feel labelled. The Tenants acknowledge when they get visitors with issues, they send them away to avoid further complaints. The Tenants also stated they cannot control where or what the individuals go or do once they leave the rental premises.

The Rental Officer explained and the Tenants acknowledged when an individual is deemed to be their guest.

The Rental Officer questioned the December 20, 2024 notes. The Landlord's representative confirmed the report of disturbances were for the current rental premises. The Landlord's representative also confirmed the notes identified the person of interest and other possible drug trafficking. The Landlord's representative also stated they could not confirm the action of guests occurred prior to or after the guests visited the rental premises.

The Rental Officer questioned the January 3, 2025 note regarding a drug trafficker visiting the rental premises. The Tenants stated they advise the person to leave as they did not want to be responsible for them. The note also stated the person claimed to be residing with the Tenants. The Tenants denied the claim. The Tenants stated they no longer associate with the person. They are limiting who their guests are.

Based on the evidence and testimony, I am satisfied the Tenants repeatedly failed to comply with their obligation not to cause disturbances.

Tenant concerns

During the hearing, the Tenants brought forward a concern for their quiet enjoyment of the rental complex by other tenants. The Tenants were advised to report to the Landlord, as they are also entitled to their quiet enjoyment.

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence presented, and the Tenants acknowledgement, I find the Tenants and their guests disturbed the Landlord's and other tenants quiet enjoyment of the rental premises and rental complex. I am satisfied the Landlord's request for a conditional termination of tenancy agreement and eviction to be justified and will be issued.

Orders

An order will be issued:

- requiring the Tenants to comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and must not breach that obligation again (p. 43(3)(a), p.43(3)(b));
- terminate the tenancy agreement on:
 - (a) March 31, 2025, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Landlord;
 - (b) April 30, 2025, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Landlord;
 - (c) May 31, 2025, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Landlord;
 - (d) June 30, 2025, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Landlord;
 - (e) July 31, 2025, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Landlord;
or
 - (f) August 31, 2025, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Landlord (p. 43(3)(d), ss. 83(2)).

- evicting the Respondents on:
 - (a) April 1, 2025, if the termination of the tenancy agreement becomes effective March 31, 2025;
 - (b) May 1, 2025, if the termination of the tenancy agreement becomes effective April 30, 2025;
 - (c) June 1, 2025, if the termination of the tenancy agreement becomes effective May 31, 2025;
 - (d) July 1, 2025, if the termination of the tenancy agreement becomes effective June 30, 2025;
 - (e) August 1, 2025, if the termination of the tenancy agreement becomes effective July 31, 2025; or
 - (f) September 1, 2025, if the termination of the tenancy agreement becomes effective August 31, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer