

IN THE MATTER between **HNT**, Applicant, and **FT**, 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 **Janice Laycock**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**FT**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 12, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant FT, the Respondent GB, witness for the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 13, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against FT as the Respondent/Tenant was filed by the Rental Office February 11, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on February 14, 2025.

The Applicant claimed the Respondent had disturbed the quiet enjoyment of other tenants and the landlord, placing safety and security of the building in jeopardy, providing access to drug dealers, and heavy traffic to the premises. They sought an order for termination of the tenancy agreement and eviction.

A hearing was held on March 12, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondent, FT, appeared at the hearing along with GB, from the ICM, GNWT.

I reserved my decision at the hearing in order to further consider the evidence and testimony.

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing, commencing on September 20, 2024, and continuing month to month. Subsidized rent is currently \$75 per month.

I am satisfied there is a valid tenancy agreement in accordance with the *Residential Tenancies Act* (the Act).

#### *Disturbances*

Under subsection 43(1) of the Act, “a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex” and under 43(2) “a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.”

The Applicant has alleged that shortly after the Respondent moved into the rental premises, other tenants and the building manager started complaining about disturbances caused by the Respondent or others that they allowed into the building. With the filed application, they provided copies of the complaints and their notes documenting calls and efforts to work with the tenant.

In the following summaries I have only included information that I believe relates to disturbances:

1. October 21, 2024 - phone call complaint - high traffic and disturbances in building and unit - Landlord left voice mail for tenant to call back;
2. October 21, 2024 - phone call complaint - disturbances all night last night, slamming doors and smoking indoors, October 23 - Landlord left voice mail asking Tenant to call, reminded them of expectations for behaviour;
3. November 4, 2024 - phone call from property manager, alleging illegal activities, and claiming that they are seeing a lot of foot traffic in the building since the Respondent moved in and incidences of people accessing the building through window to the Respondent's unit. Concerned about safety of other tenants, and how disruptive the activities are to other tenants. November 6, 2024, notice from Landlord to Respondent about the complaints from the property manager, attempts to contact the Respondent on October 23 and November 6, 2024, and setting up a meeting to discuss the complaints on November 12, 2024;
4. November 8, 2024 - email complaint from property manager, alleging illegal activity, and reporting that people are crawling through Respondent's windows and sleeping in corridors. Respondent continues to wedge items in entry door, gives his keys to others, and bicycles, garbage, and drug paraphernalia are now littering the property. They have been getting verbal, in-person, and email complaints from other tenants since Respondent moved in... Greatly worried about the well being of other tenants in the building and the building;
5. November 8, 2024 - email complaint from tenant, alleging illegal activity, and increase in people entering and leaving building late into the night, doors banging. Guests of the Respondent sitting in the front entry, crawling into his unit through window, sleeping in the stairway. There is increase in drug smells and allege that door propped open by Respondent, safety of tenants is affected. Last night one of most active, alleged related to drugs. After complaint Landlord met Respondent at unit, handed over notice and asked them to attend meeting, also notified Respondent's ICM worker.
6. November 12, 2024 - notes about meeting between Landlord and Tenant, and ICM worker to discuss setting boundaries, informing Respondent they are responsible for the actions of their guests. Tenant asked if they weren't allowed to have guests and reported that the people coming to his unit were getting counselling.

7. January 23, 2025 - email complaint from tenant alleging further drug activity by person across street who has a key to the building and Respondent, disturbances related to activity include, people coming and going to Respondent's rental unit, building is usually very quiet at night, front door bangs very hard and loud when someone enters or leaves, front door banging had become a disturbing occurrence during the night, early morning as in 5:30am-6:00am, and after midnight. People tend to go to Respondent's unit, then walk through the building across the street. Steady occurrence with people coming and going late hours leaves complainant awake, cannot sleep and it happened again tonight, have to work in the morning, they find this truly frustrating. Tenant stated this is a formal complaint for constant disturbance by the Respondent, understands by complaining they are placing themselves and family at risk. January 23, 2025, letter from Landlord to complainant acknowledging seriousness of complaint, advising them to call RCMP if they do not feel safe, and that steps will be taken to address concerns.
8. January 25, 2025 - email complaint from tenant - alleging illegal activity, despite previous complaints, continue to hear and witness traffic and dealings in and out of unit and building, no matter time of day or night, putting up with nightly disturbances. Witness people coming to window and then in and out of building. Asking for Tenant to be moved from rental unit.
9. February 4, 2025 - email complaint from tenant - RCMP action at housing with alleged drug dealer. Witnessed that person coming and going from residential complex night before, and was woken up.

On February 3, 2025, the Applicant provided 10-day Notice of Lease Termination under section 54(1) of the Act. Regarding the "termination of your lease agreement for the rental premises", effective Friday, February 14, 2025. The termination was made because of disruptive behaviour and that the Applicant continued to receive complaints. The Respondent did not vacate the rental premises on that date.

Further evidence of disturbances was provided to the Rental Office and Respondent on March 7, 2025, and referenced by the Applicant and Respondent at the hearing. According to this evidence:

10. February 2, 2025 - email complaint from tenant - 4:30am front entrance door slammed hard, 5:20am activity at front door, voices from more than one person, went down to basement where Respondent resides - 6:30am - person alleged to be drug dealer entered building with key, left at 6:56am. Reported that these activities have been observed since Respondent moved into building, another Sunday morning, as in other early mornings, where they have been awoken by activity related to Respondent's unit, this is affecting their mental and emotional health, activity will not stop until Respondent is evicted.
11. February 28, 2025 - email from Applicant's maintenance staff, detailing visit to unit for walkthrough, bad smell coming from freezer, found a lot of sleeping bags in bedrooms and living room, person told them they had been staying in unit for more than a week, door propped open, unit door unlocked.
12. February 28, 2025 - notes from Landlord - received a call from a tenant that Respondent's unit stinks and they have seen multiple people coming and going from unit, some people getting into building from back door that is kept ajar.

At the hearing, in addition to providing information about themselves and some of their history before moving into the rental premises, the Respondent responded to the allegations made in the complaints that had been received by the Applicant and provided as evidence. They reported they did not have a postal key so were not able to pay their power bill leading to the power being shut off and the freezer stinking. They admitted one of their guests had not left the building when they should have and that person slept in the stairway. They understood they should have made sure their guest left the building. They denied other allegations relating to dealing drugs, giving their keys away, and blocking the door open, they said they don't even drink pop so wouldn't have a container to block the door with. They alleged that others were also causing disturbances in the building, including a dog barking, and they were a big guy and sometimes made noise. I pointed out that we were concerned with their disturbances at this hearing.

The Applicant emphasized the repeated complaints that they had received from other tenants and the property manager. They said prior to the Respondent's tenancy commencing, they have not received any complaint about disturbances at this building. Many of the tenants have been there for quite awhile and are used to it being a quiet building. Further, they had tenants willing to appear at the hearing to testify about the disturbances who had directly observed illegal activity, but they told the Applicant they were concerned about their safety and were not comfortable appearing as they would have to identify themselves.

Based on the significant number of complaints received by the Applicant, I find the Respondent is responsible for repeated disturbances at the residential complex. The disturbances are primarily as a result of the Respondents's many guests, coming and going at all hours of the day and night.

### *Illegal activities*

Under subsection 46(1) of the Act, "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".

The Applicant has alleged that the Respondent has been involved in bootlegging and selling drugs. A variety of tenants and the property manager have noted the traffic to the rental unit and between the Respondent's rental unit and the "known" drug dealer across the street as proof of this. They also point to past charges by the RCMP relating to bootlegging.

In reviewing the evidence, I saw many allegations of illegal activity contained in the tenants complaints about the disturbances - that the person in the house across the street was a known drug dealer, and people coming and going were participating in illegal activity. However, the Respondent has denied their involvement and aside from these allegations, and the observations about the traffic to and from the building that might suggest illegal activity, there is no solid evidence to satisfy me that the Respondent has breached their obligation under subsection 46(1) of the Act.

Information from the RCMP about current charges, or direct observations would have been helpful. I understand from the Applicant that tenants are feeling unsafe and as a result may not be comfortable coming forward with evidence to support allegations that have been made.

### *Termination of the tenancy agreement and eviction*

At the hearing, I said I would reserve my decision on termination and eviction, but asked the Respondent if given another chance, they would take steps to comply with their obligation to not disturb other tenants. The Respondent talked about the importance of this rental unit, explained they had health issues that required their continued tenancy, and agreed that they would comply if given a chance to do so. The ICM worker who attended the hearing explained that they have and will continue to work with the Respondent and the Landlord on this tenancy, doing what they can to support the Respondent.

Based on the evidence and testimony, I find that the Respondent is responsible for repeated breaches of their obligation under subsection 43(1) of the Act and that termination of the tenancy agreement and eviction are justified. Despite repeated warnings, including a meeting with their Landlord in November 2024, they or their guests have continued to cause disturbances in the rental unit and residential complex.

I note that the Respondent is allowed to have guests, but are responsible for the guest's behaviour, including loitering, sleeping in the public areas, smoking, and making noise at all hours of the day and night. Other tenants should not be disturbed, or lose sleep, nor should they fear for their safety in the residential complex.

Considering the Respondent's promise to comply, I will order a conditional termination of their tenancy starting March 31, 2025, extending to June 30, 2025. If they comply with their obligation to not disturb other tenants during this period, their tenancy will continue and they will not be evicted. If they are responsible for further disturbances in either March, April, May, or June 2025, and the Landlord can provide evidence of that, their tenancy will be terminated in that month and eviction will follow.

I encourage the Respondent to consider the impact that their behaviour is having on tenants in this building and to make changes. Limiting guests, especially during the night or early hours, and accompanying them out of the building to make sure they leave, would be a start.

### *Orders*

An order will issue:

1. Requiring the Respondent to comply with their obligation to not disturb other tenants' or the Landlord's possession or enjoyment of the rental premises or residential complex, and not breach this obligation again (p.43(3)(a) and p.43(3)(b));
2. Terminating the tenancy agreement and requiring the Respondent to vacate the rental premises:
  - (a) on March 31, 2025, if there are any further disturbances, that are supported by evidence of the Landlord;
  - (b) on April 30, 2025, if there are any further disturbances, that are supported by evidence of the Landlord;
  - (c) on May 31, 2025, if there are any further disturbances, that are supported by evidence of the Landlord; or
  - (d) on June 30, 2025, if there are any further disturbances, that are supported by evidence of the Landlord; (p. 43(3)(d) and ss 83(2)); and

3. Evicting the Respondent from the rental premises;
  - (a) on April 1, 2025, if the tenancy agreement between the parties is terminated March 31, 2025;
  - (b) on May 1, 2025, if the tenancy agreement between the parties is terminated April 30, 2025;
  - (c) on June 1, 2025, if the tenancy agreement between the parties is terminated May 31, 2025; or
  - (d) on July 1, 2025, if the tenancy agreement between the parties is terminated June 30, 2025(p.63(4)(a) and ss 83(2)).

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Janice Laycock  
Rental Officer