

IN THE MATTER between **HNT**, Applicant, and **TZ**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

TZ

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 4, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: April 7, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against TZ as the Respondent/Tenant was filed by the Rental Office March 10, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and registered mail. Email was deemed served on March 24, 2025 and registered mail on March 28, 2025.

The Applicant alleged the Respondent failed to pay rent in full and on time, accrued arrears and had caused damages to the rental premises. The Respondent also disturbed the Landlord and other tenants quiet enjoyment of the rental premises and rental complex, breached their obligation under the tenancy agreement to maintain their utilities account, seriously impairing the safety of the Landlord and other tenants and the rental premises and rental complex itself. An order was sought for payment of rental arrears, pay tenant damages and call-out charges, and termination of the tenancy agreement and eviction.

A hearing was scheduled for April 4, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Respondent was served by email and registered mail and deemed served on March 28, 2025. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision for the Landlord to provide requested documentation and to further review the evidence and testimony.

Tenancy agreement

Evidence presented established a tenancy agreement between the parties commencing March 25, 2019. The tenancy agreement was 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 will be known as the Landlord and the Respondent as the Tenant.

Previous orders

Rental Officer Order #18074, dated November 15, 2023, ordered the Tenant to pay \$551.98 in rental arrears, pay future rent on time, pay the cost of repairs and cleaning in the amount of \$1,805.36.

Rental arrears

The Landlord claims the Tenant failed to pay rent when due resulting in the accumulation of rental arrears. Subsection 41 of the Act requires a tenant to 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. At the time of the application, the monthly rent was \$80.00. The statement also included \$68.25 in damages and \$629.74 in call out charges. Damages and call out charges are not considered arrears. The statement also showed the Tenant accumulated \$280.00 in rental arrears.

On April 1, 2025, the Landlord provided an updated statement showing the Tenant failed to pay anything towards March and April 2025 rent. As a result, the arrears increased to \$360.00.

As the hearing date was at the beginning of the month, the Tenant could still address the current month's rent. Therefore, I view the proven rental arrears to be \$280.00.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$280.00.

Damages

The Landlord claimed \$68.25 for lock replacement for the rental premises. The Landlord claimed the lock required replacement as the Tenant had lost their key. To support the Landlord's claim was an invoice and work order.

I am satisfied the Tenant is responsible for the cost of repairs in the amount of \$68.25.

Utilities and call outs

The Landlord claims the Tenant failed to maintain their utility account, resulting in a load limiter being placed on the rental premises.

To support the Landlord's claim and entered into evidence were emails from the utility company regarding disconnection of electricity and a second email regarding a load limiter being placed on the rental premises, work orders, invoices for resetting the load limiter, associated notes, and two "10-day Notice of Termination" letters.

From February 5, 2025 to the hearing date, the Tenant required the load limiter to be reset twice on February 23, 2025, once on March 2, 2025 and again on March 29, 2025. The two on February 23, 2025 resulted in service charges of \$178.37 each, and the March 2, 2025 resulted in a service charge of \$273.00 and March 29, 2025 a charge of \$136.50, for a total of \$766.24. The Rental Officer questioned, and the Landlord's representative clarified, the amounts varied due to being after hour or weekend callout rates. The Landlord's representative also testified they continue with resetting the load limiter due to a fire or freeze-up risk, which could endanger other residents and well as the rental complex.

Subsequently, due to disruption of electricity, on March 7, 2025, the Landlord issued a "10-day Notice of Termination" and requested the Tenant to vacate the rental premises on March 18, 2025.

Section 8 of the tenancy agreement clearly specifies the Tenant is responsible for utilities to the rental premises. Utilities include, electricity, water and sewer, heat, garbage and recycling. The Tenant is also eligible for rent subsidy, the Landlord may help pay for utilities.

Load limiters restrict power to a rental premises to reduce the flow of electricity without disconnecting service. The load limiter allows basic appliances such as a furnace, refrigerator and some lighting to continue working. If there is an over draw, the load limiter will trip and shut off the electricity completely and need to be reset.

I am satisfied the Tenant failed to maintain the electricity account in good standing and failed to comply with section 8 of the tenancy agreement. I am also satisfied the call-out services were required due to the Tenant's negligence and effectively disturbed the Landlord's quiet enjoyment of the rental premises and rental complex. I am satisfied the charges for the call-outs are reasonable. I find the Tenant responsible for the call-out charges in the total amount of 766.24.

Disturbances

The Landlord claims the Tenant had repeatedly disturbed the Landlord and other tenants' possession and quiet enjoyment of the rental premises. The Landlord's representative stated they have been contacted by neighbours regarding the Tenant's activities. Due to the Tenant's activities neighbours are afraid to go out.

Section 43 of the Act states: "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex." Section 12 of the written tenancy agreement requires the Tenant not to disturb or cause problems for other tenants.

To support the Landlord's claim are associated notes which indicated:

- May 2, 2024 the Landlord received an email regarding the Tenant being engaged in illegal activities and noise. As a result, the writer would like to discuss relocation;
- May 3, 2024, Noise disturbance & Unauthorized Occupant - Notice. Which referenced noise disturbances and illegal activities, along with other tenancy issues;
- May 7, 2024, Landlord and Tenant meeting regarding disturbances and high traffic at the rental premises among other tenancy issues;
- October 3, 2024, email complaint regarding numerous people staying at the rental premises, possible illegal activities occurring at the rental premises, and concerns for the writer and their families' safety;
- October 9, 2024, email received regarding high traffic at the rental premises;
- December 13, 2024, email sent to Tenant regarding complaints of high traffic to the rental premises and suspected illegal activities occurring in the rental premises;
- December 15, 2025, follow-up email complaint noting activities at the rental premises and that the activities are continuing since being reported in October 2024; and
- February 26, 2025, Landlord received a phone call complaining of unauthorized occupants involved in illegal activities from the rental premises.

On April 1, 2025, the Landlord received a complaint regarding ongoing disturbances, high traffic, and noise coming from the rental premises, reporting of drug dealers frequenting the rental premise, and the family of the reporter is scared to be outside.

I am satisfied the Respondent has repeatedly failed to comply with their obligation not to cause disturbances.

Termination of tenancy agreement and eviction

Subsection 54(1)(f) states a 10-Day Notice of Termination may be issued by a Landlord when the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or persons permitted in or on the rental premises or residential complex by the Tenant.

Subsection 54(1)(a) states a 10-Day Notice of Termination may be issued when the tenant has repeatedly and unreasonably disturbed the landlord's or other tenant's possession or enjoyment of the residential premises.

Subsection 54(4) requires, when a landlord gives notice of termination under any subsection 54(1), the landlord must make an application to a Rental Officer for an order to terminate the tenancy agreement.

In consideration of the testimony and evidence provided, I find the Landlord was appropriate in providing the Tenant with a 10-Day Notice of Termination. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$280.00 (p. 41(a));
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$68.25 (p. 42(3)(d));
- requiring the Tenant to pay call-out charges in the amount of \$766.24 (p. 43(3)(c));
- terminating the tenancy agreement on April 14, 2025 (p. 41(4)(c), p. 43(3)(d), 45(4)(e), p. 54(1)(a), p. 54(4)(f)); and
- evicting the Tenant from the rental premises on April 15, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer