

IN THE MATTER between **HNT**, Applicant, and **JD**, 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 Fort Smith in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 17, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PM, representing the Applicant
	JY, representing the Applicant
<u>Date of Decision:</u>	April 21, 2025

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against JD as the Respondent/Tenant was filed by the Rental Office March 17, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by personal Service on April 1, 2025.

The Applicant alleged the Respondent has failed to pay rent in full and on time resulting in the accumulation of rental arrears and the Respondent or their guests have disturbed the Landlord or other tenants quiet enjoyment of the residential complex. An order was sought for payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 17, 2025, by three-way teleconference. PM and JY appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Residential Tenancies Act. At the hearing, I reserved my decision to further review the evidence and testimony.

Tenancy Agreement

Evidence presented established a month-to-month tenancy agreement between the parties starting April 5, 2024. 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 #16940, dated September 11, 2020, evicted the Respondent from the rental premises on September 30, 2020.

Rental Officer Order #17303, dated August 30, 2021, required the Respondent to pay the costs of repairs and cleaning in the amount of \$260.41.

Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the Tenant's calculated rent varied based on income, the last time the Tenant was in a zero or positive balance on the rent was the start of the tenancy on April 5, 2024. At the time of the application, the monthly rent charge was \$80.00 and the balance owing was \$320.40. The statement also indicates a tenant damage charge of \$42.00 for new keys. Damages are not considered arrears. After removing the damage charge, at the time of the application, the Tenant accrued \$278.40 in rental arrears. The arrears equates to more than 3.25 months of unpaid subsidized rent.

The Landlord's representative testified the Tenant has not made any further payments towards rent since the application had been filed with the Rental Office.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account and have accumulated rental arrears in the amount of \$278.40.

Disturbances

The Landlord testified and provided evidence that the Tenant and their guests had repeatedly disturbed other tenants' enjoyment of the rental premises in breach of subsection 43(1) of the Act. The Landlord's representative testified the Tenant or their guests allow others to enter the rental complex any time throughout the day to drink, fight, and cause noise disturbances.

In the filed application, the Landlord provided copies of letters to the Tenant regarding complaints about disturbances, incident reports, and associated notes. The evidence provided showed from the start of the tenancy up to the application date there were numerous reports of disturbances. These included:

- 10 reports of noise related incidents dated: August 15, 2024, September 22, 2024, twice on October 12, 2024, October 13, 2024, October 18, 2024, December 3, 2024, December 5, 2024, December 6, 2024, and February 12, 2025;
- 5 reports of alcohol related incidents dated: August 29, 2024, September 16, 2024, September 22, 2024, October 16, 2024, and March 1, 2025;
- 2 reports of incidents where the fire alarm was activated on August 16, 2024 and August 24, 2024;
- 1 report of an incident involving fighting dated September 21, 2024;
- 1 report of the Tenant and their guest leaving an unclean area and possible illegal drug use dated September 23, 2024.

In response to the incidents, the Landlord issued 5 letters to the Tenant on April 23, 2025, September 24, 2024, October 22, 2024, October 24, 2024, and December 5, 2024.

The Rental Officer questioned and pointed out to the Landlord's representative and they acknowledged the incident report from July 28, 2024 is not expressively connected to the Tenant.

Less than 24 hours prior to the commencement of the hearing, the Landlord submitted additional evidence regarding disturbances. The evidence provided was date stamped April 4, 2025 and personally served on the Tenant on the April 17, 2025, the day of the hearing. The Landlord had ample opportunity to serve the Tenant and the Rental Office with the evidence by April 11, 2025. Due to the late submission, the evidence could not be adequately assessed and therefore not taken into account. The Landlord's representative spoke to the additional evidence, which included the Tenant or their guests being impaired and threatening behaviour.

The Landlord's representative also testified they spoke to the Tenant approximately 6 times. The Landlord also claimed the Tenant is allowing their guest to use the laundry facilities in the rental

complex, giving keys to non-residents, and allowing them to stay for extended periods and bothering other tenants when they are impaired. The Tenant had also been involved in putting derogatory comments on the door of another resident. .../4

The Landlord's representative also testified other tenants are requesting transfers due to the disturbances.

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

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence present while the Tenant's rent arrears is not high but the Tenant has failed to pay rent in full and on time for an extended period of the tenancy, this alone would justify termination of the tenancy agreement and eviction. I am also satisfied the Tenant and their guests repeatedly disturbed the Landlord's and other tenant's quiet enjoyment of the rental premises, contrary to subsection 43(1) of the Act and paragraph 12(c) of tenancy agreement. 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 \$278.40 (p. 41(4)(a));
- requiring the Tenant to comply with their obligation not to disturb the Landlord's or other tenant's possession and quiet enjoyment of the rental premises or residential complex and not breach that obligation again (p. 43(3)(a)(b));
- terminating the tenancy agreement between the parties on May 11, 2025 (p. 41(4)(c), p. 43(3)(d)); and
- evicting the Tenant from the rental premises on May 12, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer