

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

BJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 8, 2025

Place of the Hearing: Yellowknife Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: May 9, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against BJ 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 Hay River, Northwest Territories. The filed application was Served on the Respondent by registered mail and personal service. Registered mail was deemed served on April 14, 2025 and personal service on April 30, 2025.

The Applicant alleged the Respondent and their guests disturbed the Landlord and other tenants' quiet enjoyment of the rental premises. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for May 8, 2025, by three-way teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anybody on their behalf. As the Respondent was served both personally and by registered mail within the times lines required, 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 December 28, 2022. 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 #18371, dated September 11, 2024, required the Respondent to pay their rent on time in the future.

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

Rental premises and complex

The rental complex is a 3-story building comprising 29 rental units and a care taker unit. Then Tenant resided in a bachelor unit on the second floor.

Disturbances

The Landlord's representative claimed the Tenant and their guests repeatedly disturbed the Landlord and other tenants' possession and quiet enjoyment of the rental premises and rental complex.

The Landlord's representative testified since the rental complex obtained security, it was noted there were a number of visitors to the Tenant's rental premises and noise complaints. The Tenant's guests were loitering in the common areas and causing damages to the rental complex. The Tenant's guests have also been noted to be leaving doors open to allow unauthorized people into to enter the rental complex. The Landlord's representative also testified when observing security footage from March to April, the Tenant was not observed in the rental complex, even when guests were at the rental premises.

To support the Landlord's claim, entered into evidence is a statement of facts, associated notes and warning letters back to February 2023, and a notice of termination letter referring to subsection 51(5) of the Act dated February 26, 2025. In review of the evidence provided:

- In 2023, there were three associated notes and a warning letter:
 - ▶ February 7, 2023, Note - Building caretaker attended the rental premises to administer NARCAN on the Tenant. Medical and Police attended the rental premises. Tenant denied illicit drug use but a guest advised the Tenant had used a hard drug;
 - ▶ May 12, 2023, Note - Landlord received several complaints of loud arguing and fighting between the Tenant and a guest a day earlier. RCMP attended the rental premises.
 - ▶ May 27, 2023, Letter - From Landlord to the Tenant regarding May 11, 2023 disturbance;
 - ▶ June 26, 2023, Note - Building caretaker reported Tenant's guest broke a window in the rental premises. Noted the guest had broken two windows.
- In 2024, there were an associated note and letter:
 - ▶ March 11, 2024, Building caretaker reported two unauthorized occupants residing with the Tenant and using the Tenant's keys to access the rental premises. RCMP informed the Landlord's representative of the two unauthorized occupants in the rental complex. Landlord sent a reminder letter to the Tenant regarding unauthorized occupants.

- In 2025 there were 6 associated notes and one letter:
 - ▶ Jan 3, 2025, Note - Landlord receiving a call of a smoke detector activation in the rental premises. When investigated, a window was open, causing a drop in temperature setting the alarm off, snow was found in the rental premises affecting the heat register. Subsequently, a warning letter was sent to the Tenant.
 - ▶ January 8, 2025, Note - Tenant attended the Landlord's officer to report their door had been damaged. Damage was reported to RCMP. Landlord noted damages as vandalism.
 - ▶ January 21, 2025, Note - Landlord attended rental complex to observe security video footage. Noted activity from Jan 1 -Jan 19, 2025, from 12am to 4am, heavy consistent traffic from the rental premises. Guest observed snorting a substance at the rental complex. Tenant's guests observed loitering in common areas and letting others into the rental complex. February 1, 2025, a follow-up letter was sent outlining the Landlord's observations.
 - ▶ February 12, 2025, Note - Landlord was advised the Tenant was residing elsewhere and allowing others to use the rental premises of illegal activities.
 - ▶ February 18, 2025, Note - Landlord security report regarding activities from the rental premises from February 2 to February 16, 2025. Incidents included: Tenant's guests loitering in common areas, noise in common areas by guests, guest propping access door to rental complex open to allow a person in, heavy traffic to rental premises and guests loitering, door slamming, and guests causing disturbances in common areas of the rental complex.
 - ▶ February 20, 2025, Note, Landlord attended rental complex to observe security video footage. Time spent observing was 6 hours. Review of footage showed two people using Tenant's keys. Landlord's representative was advised by an unauthorized occupant the Tenant was not residing at the rental premises and another person was using the rental premises. Landlord spoke to the Tenant and advised of being served notice.
 - ▶ February 26, 2025, Note - Landlord served notice of Termination effective March 31, 2025.

As a result of the incidents, on February 26, 2025, the Landlord's representative issued a notice of termination under subsection 51(5) of the Act, and for the Tenant to vacate and turn over vacant possession of the rental premises on March 31, 2025. The reason given for the notice was based on the Tenant or their guests repeatedly causing disturbances.

On May 1, 2025, the Landlord's representative provided updated associated notes regarding incidents occurring at the Tenant's rental premises:

- March 21, 2025, Note regarding review of security footage which indicated:
 - ▶ February 18, 2025 - numerous individuals entering the Tenant's rental premises with keys and letting others into the building;
 - ▶ February 21, 2025 - Tenant's guest observed jamming an object into the rental complex door as they vacated the complex;
 - ▶ February 27, 2025 - unknown individual exiting the rental premises and letting other individuals into the complex. Individuals were loitering in the complex and vacated under direction of security. Another individual exiting the rental premises and allowing unauthorized individuals into the rental complex. Individual later returns and enters complex and rental premises with keys;
 - ▶ February 28, 2025- unknown guest exits rental premises and allows three individuals into the complex. Some attended the rental premises and others to another residence. Known individual enters complex and rental premises with keys;
 - ▶ March 3, 2025 - four known guests enter rental complex and attend rental premises in the evening. Guests were seen going in and out of rental premises and loud;
 - ▶ March 4, 2025 - known guests leaving rental premises and providing others with access to rental complex and rental premises.
 - ▶ March 5, 2025 - known guests observed throughout the day entering the rental complex and rental premises with keys. One guest observed to be using what looks to be an illicit drug with an unknown person in common area; and
 - ▶ March 6, 2025 - security reports infrequent movement of people entering the rental premises with keys.
- April 3, 2025 - Landlord's representative received multiple calls regarding an individual in the Tenant's rental premises screaming and causing disturbances. Guest made harming threats to a number of people at the rental complex. RCMP called. Complainants noted Tenant has not been seen in the rental complex for an extended period of time but the rental premises had steady visitor traffic and known individuals are known to be involved in some form of illicit drug activity.

- April 4, 2025 - Landlord's representative received two complaints of the Tenant providing keys to two known individuals who were using the rental premises for illicit drugs and drinking. Residents concerned for personal safety.

I am satisfied there have been repeated and an unreasonable pattern of disturbances occurring at the rental premises and rental complex caused by the Tenant 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 a notice 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).

Subsection 43(1) 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." Subsection 43(2) of the Act states "a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises for the tenant is deemed to be a disturbance caused by the tenant."

Based on the evidence and testimony, I am satisfied the notice to terminate the tenancy agreement was given in accordance with subsection 51(5). I am satisfied the Tenant or their guests 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 May 25, 2025 (p. 43(3)(d)), ss. 51(5)); and
 - evicting the Respondent from the rental premises on May 26, 2025 (p. 63(4)(a)).
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Jerry Vanhantsaeme
Rental Officer