

IN THE MATTER between **HNT**, Applicant, and **CT**, 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 Inuvik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

CT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CK, representing the Applicant
CT, representing the Respondent

Date of Decision: May 13, 2025

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against CT as the Respondent/Tenant was filed by the Rental Office March 19, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent April 10, 2025.

The Applicant claims the Respondent failed to pay rent resulting in accumulation of rental arrears, caused damages to the rental premises, caused noise and disturbances, and carried out illegal activities from the rental premises. An order was sought for payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 13, 2025, by three-way teleconference. CK appeared representing the Applicant. CT appeared representing the Respondent. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing September 1, 2019. The tenancy agreement was signed by all parties.

A Rental Officer Order was issued for a conditional termination of tenancy agreement and eviction. As the Landlord filed a new application to a rental officer, I am satisfied the tenancy was reinstated.

I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental officer orders

Rental Officer Order #20-13749, dated January 16, 2014, required the Respondent to pay \$1,298.00 in rental arrears, and pay \$1,487.29 in damages.

Rental Officer Order #18437, dated December 2, 2024, required the Respondent to pay \$8,946.12 in rental arrears, pay future rent on time, comply with their obligation not to allow unauthorized occupants to reside in the rental premises in accordance with section 5 of the tenancy agreement, report household income in accordance with section 6 of the tenancy agreement and not breach that obligation again. A conditional and graduated termination of the tenancy agreement where the Respondent was to pay the monthly rents for December through February in full and at least \$500 per month towards the rental arrears and cause no further disturbances for each of the months and should the Respondent breach any of the terms during each month, an eviction is authorized.

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

Rental arrears

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The application noted the Tenant failed to maintain payment of rent as required in the tenancy agreement.

To support the Landlord's claim, entered into evidence was a lease balance statement, a signed agreement to pay "Promissory Note", and an arrears notice letter.

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 was based on income. At the time of the application, the monthly rent charge was \$80.00 and the Tenant accumulated \$2,618.95 owing.

The Landlord testified the Tenant addressed the arrears and was in a positive balance. To support the testimony, an updated statement was provided showing a positive balance of \$1.05 on the rent account.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. As the Landlord's representative noted the positive balance, the claim for unpaid rent is denied.

Illegal activities and disturbances

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) notes a disturbance caused by a person permitted by a tenant to enter the residential complex or rental premises, is deemed to be a disturbance by the tenant. Section 12(c) of the written tenancy agreement refers to the Tenants obligation to not disturb the landlord and other tenants possession or enjoyment of the rental premises or residential complex.

Subsection 46(1) of the Act states: "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." Section 20 of the written tenancy refers to the tenant or occupants not to participate in or carry out any illegal activities in the rental premises or residential complex. If illegal activities take place, there will be grounds for termination of the tenancy agreement.

The Landlord's representative testified they received reports of disturbances and illegal drug use at the Tenant's rental premises. The Landlord's representative referred to specific dates in the associated notes and letters.

Entered into evidence were associated notes, two complaint forms, an unreported occupant letter, warning letter and termination notice, and a letter from the RCMP. In review of the evidence provided:

- February 14, 2025, Note - resident complaint of people in and out of the building at all hours, use of illegal substances in common area, creating noise. Warning letter sent to the Tenant;
- February 24, 2025, Note and Letter - multiple incidents occurring with the Tenant throughout the day. One incident of unreported occupant leaving and appear to be selling illicit drugs outside of another rental unit to two non-building residents. Second incident of known person kicking doors and yelling. RCMP were notified multiple times. Letter indicated a guest had pulled the fire alarm twice on February 22, 2025;
- February 25, 2025, Complaints - relating to February 24, 2025 incidents. One complaint referred to known person yelling and fighting in the hallway, resulting in children being disturbed from sleep. Letter sent to Tenant regarding disturbances and report of two unauthorized people residing with the Tenant causing disturbances and selling illicit drugs. Letter included termination notice for March 31, 2025.
- March 11, 2025, RCMP Letter - regarding public safety issues as the rental premises. RCMP indicated five visits to the rental premises between January and March 2025 for various concerns. Of the five complaints, two are reported for possible drug use and/or trafficking from the residence.

The Tenant did not dispute the Landlord's claim. The Tenant pointed to disturbance on February 25, 2025 regarding kicking of a resident's door. The Tenant stated there was no evidence of the individuals being at their rental premises. The Tenant also stated of the five times the RCMP attended the rental premises, on March 11, 2025, they had called them at least three times for disturbances. The Tenant also noted there was no evidence of illegal activities occurring at the rental premises. The Tenant did acknowledge they had been drinking and expressed remorse for the issues. The Tenant noted there no further disturbances since February.

The Rental Officer questioned the address indicated on the associated notes and if it was another residence or a typographical error. The Landlord's representative could not confirm without further verification.

The Rental Officer went over the complaints and issue of illicit drug use. The Tenant acknowledged they had been drinking at the time and had no knowledge of drug use. They also stated people to do not attend to purchase or use illicit drugs. They also stated they do not know what people do after they leave the Tenant's rental premises. The Rental Officer questioned if the Tenant monitors their guests movement in the rental complex. The Tenant stated they do not escort them out but watch head towards the door. The Rental Officer explained and the Tenant acknowledged responsibility of guests during their time in the rental premises and residential complex. The Tenant also stated when RCMP visits occurred, the person causing the disturbances were not their guests.

The Tenant also stated they did not have anyone living with them. The Landlord's representative could not verify if the person noted was actually residing in the rental complex.

The Act does not require the same burden of proof as the Courts for illegal activities. However, there must still be a balance of probabilities for illegal activities occurring and being the responsibility of the Tenant in the rental premises or residential complex. While I do not find sufficient evidence of Illegal activities, I do find the Tenant breached their obligation not to disturb the Landlord's or other Tenant's quiet enjoyment of the rental premises and rental complex.

Termination of the tenancy agreement and eviction

Based on the evidence presented and testimony of both parties, I am satisfied the Tenant has disturbed the Landlord and other tenants' quiet enjoyment of the rental premises. I am satisfied the request for termination of the tenancy agreement and eviction are justified. As the Tenant acknowledged and took responsibility for disturbances, a conditional order for termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant 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));
- termination of the tenancy agreement:
 - (a) May 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord;
 - (b) June 30, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord;
 - (c) July 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord; or
 - (d) August 31, 2025, unless there are no further disturbances caused by the Tenant or their guests reported to the Landlord (p. 43(3)(d), ss. 83(2)(a)).
- evicting the Tenant from the rental premises:
 - (a) June 1, 2025, if the termination of the tenancy becomes effective May 31, 2025;
 - (b) July 1, 2025, if the termination of the tenancy becomes effective June 30, 2025;
 - (c) August 1, 2025 if the termination of the tenancy becomes effective July 31, 2025; or
 - (d) September 1, 2025, if the termination of the tenancy becomes effective August 31, 2025 (p. 63(4)(a), ss.(83(2)).

Jerry Vanhantsaeme
Rental Officer