

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

KM

Respondent/Tenant

AMENDED REASONS FOR DECISION

Date of the Hearing: June 5, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JY, representing the Applicant

PM, representing the Applicant

Date of Decision: June 11, 2025

AMENDED REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against KM as the Respondent/Tenant was filed by the Rental Office April 29, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was Personally Served on the Respondent on May 12, 2025.

The Applicant alleged the Respondent failed to pay rent in full and on time resulting in arrears, failed to adhere to reasonable obligations of the tenancy agreement, caused damages to the rental premises and allowed illegal activities to occur at the rental premises. An order was sought for payment of arrears, costs for damages and obligations and to terminate the tenancy agreement and evictions.

A hearing was scheduled for June 5, 2025, by three-way teleconference. JY and PM appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The hearing proceeded in their absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested information and to further review the evidence and testimony.

Tenancy Agreement

The Applicant provided evidence of a written tenancy agreement between the parties commencing September 1, 2020. 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 #17740, dated October 20, 2022, requiring the Respondent to pay \$6,703.49 in rental arrears, pay future rent on time, terminate the tenancy agreement on November 30, 2022, unless the arrears are paid in full and the November is paid on time and evict the Respondent from the rental premises should the tenancy agreement be terminated.

Rental Officer Order #17994, dated February 26, 2024, requiring the Respondent to pay \$3,902.00 in rental arrears, pay future rent on time and terminate the tenancy agreement on May 31, 2024, unless the arrears are paid in full and the monthly rents for March, April and May are paid on time.

Rental arrears

Subsection 41(1) states, a tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

The Landlord testified accumulated rental arrears. To support the Landlord's claim, entered into evidence was a lease balance statement and an arrears 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 rent charged is based on income. The rent charged at the time of the application was \$80.00 per month and the arrears at the time of the applicant was \$3,036.60. The statement shows the damage claim and other charges in the amount of \$1,741.60. Damages are not considered arrears.

The Rental Officer pointed to the previous Orders issued, their balances and the balance on the statement. The Rental Officer questioned if the Orders had been satisfied or not. The Landlord's representative provided evidence in a written statement indicating the remainder owing on the outstanding orders to be \$6,105.49. I find this to be an odd number as after deducting the charges, the balance to be \$1,295.00. A further review of the statement shows since Order #17994 was issued February 26, 2024, the Tenant was charged \$1,440.00 in subsidized rent and paid \$805.00, leaving an unpaid balance of \$635.00, equating to more than 7.9 months of unpaid rent.

I am satisfied. The Tenant accumulated rental arrears in the amount of \$635.00.

Other obligations

Under subsection 45(1) of the Act, were in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligation under the tenancy agreement with the rules of the landlord that are reasonable in all circumstances.

The Landlord claimed they received complaints regarding the Tenant not cleaning the rental premises and yard. As a result of the Tenant failing to adhere to other obligations under the tenancy agreement, the Landlord received fines from the town in the amount of \$1,600.00.

In review of the claims, below are my findings:

- **\$500.00 claimed and approved** - Invoice #24-233 - breach of Garbage bylaw 659(11)(42) for rubbish and refuse in the yard and spread to adjacent properties. **Supported by evidence.**

- **\$600.00 claimed** - Invoice #24-232 - breach of Unsightly Land bylaw 855(19) for overgrown yard and brush requiring maintenance, trees and brush in close proximity to buildings and combustible refuse requiring cleanup and removal. The Rental Officer noted the Landlord did not provide a copy of house rules for a sole tenancy. The house rules provided were for the Tenant in a Joint tenancy. The Rental Officer questioned if house rules had been done with the Tenant. The Landlord provided a written statement advising there were no signed house rules for the sole tenancy. The Landlord said they believed the Landlord's representative at the time and the Tenant came to an agreement to just use the signed house rules from the previous joint tenancy.

In the sole tenancy agreement, the Tenant is responsible for ordinary cleanliness of the premises. Under the joint tenancy house rules, Tenants are responsible for cutting grass and dispose of garbage lying around the yard and in winter months remove snow. If this work is carried out by the Landlord, a charge to the Tenant will be applied. Also, under the joint house rules, there is no mention on care of trees and brush in close proximity to the rental premises being the responsibility of the Tenant. In my opinion yard cleanup and lawn care can fall under ordinary cleanliness. However, alterations to trees and brush around the property would be the responsibility of the Landlord as a maintenance item. A reduction of \$300.00 will be applied to the claim for the Landlord's charge for brush and tree maintenance. **\$300.00 approved costs. Supported by evidence.**

- **\$500.00 claimed and approved** - Invoice #24-234 - breach of the Fire Prevention bylaw 1024(11)(g) for yard cleanliness. **Supported by evidence.**

\$1,300.00	Approved costs
-------------------	-----------------------

I am satisfied the Tenant is responsible for compensating the Landlord's costs incurred by breaching their responsibility to maintain the rental premises in a state of ordinary cleanliness in the amount of \$1,300.00

Tenant damages

The Landlord claimed cost to replace the fire extinguisher at the rental premises. To support the landlords claim was an invoice and work order.

The Rental Officer questioned why the extinguisher was replaced as the supporting documentation did not give reason for the replacement. Upon request, the Landlord's representative confirmed the extinguisher was found missing from the rental premises.

I am satisfied the Tenant is responsible for the replacement of the fire extinguisher in the amount of \$141.60.

Illegal activities and disturbances

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(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 takes place, there will be grounds for termination of the tenancy agreement.

The Landlord’s representative testified they received complaints of high foot traffic and illegal activities occurring at the rental premises. To support their claim is associated notes, and a letter from the RCMP. The Landlord’s a representative spoke to issues occurring in the twelve months of the hearing. Below are the findings from the notes and RCMP letter:

- March 6, 2024, Note - Landlord received complaint by a community member based on possible drug activity at the rental premises. Constant vehicle traffic at the rental premises day and night;
- August 1, 2024, Note - Landlord received a complaint of garbage and the Tenant was known for dealing drugs. Landlord email also discussed the issue;
- March 13, 2025, Note - Individual attended the Landlord’s representative’s office complaining of drug dealing at the rental premises; and
- March 31, 2025, RCMP Letter - RCMP advised the Landlord between October 2024 and March 2025, they attended the rental premise two times for various occurrences for public safety concerns. One concern was sited as a report of possible drug use and/or trafficking from the rental premises.

The *Act* does not require the same burden of proof the Courts require 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. Based on the testimony and evidence, there may be a possibility of the Tenant participating in or allowing illegal activities to occur at the rental premises. I also note by the Landlord receiving complaints, the Landlord’s quiet enjoyment of the rental premises has been effected.

Termination of the tenancy agreement and eviction

Based on the evidence presented in relation to unpaid rent and the fact the Tenant breached their obligation to maintain the rental premises in an ordinary state of cleanliness, I am satisfied the Landlord's request to terminate the tenancy agreement to be justified. I also find the Landlord's evidence regarding possible illegal activities and disturbances at the rental premises to be substantiated. Therefore, an order for termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$635.00 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of replacement of a fire extinguisher in the amount of \$141.60 (p. 42(3)(c));
- requiring the Tenant compensate the Landlord costs incurred for bylaw fines in the amount of \$1,300.00 (p. 45(4)(c));
- terminating the tenancy agreement between the parties on July 6, 2025 (p. 41(4)(c), p. 42(3)(f), p. 45(4)(e), p. 46(2)(c); and
- evicting the Tenant from the rental premises on July 7, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer