

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

PD

Respondent/Tenant

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

PD, representing the Respondent

Date of Decision: June 5, 2025

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against PD 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 13, 2025.

The Applicant alleged the Respondent has a history of illegal activities, causing disturbances, and has outstanding rental arrears. An order was sought for rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 5, 2025, by three-way teleconference. JY and PM appeared representing the Applicant. PD appeared representing the Respondent. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

Preliminary matters

The application to a rental officer identified the Tenant as PD. The written tenancy agreement identified the Tenant as PSD. The parties identified the name issue and the Tenant confirmed they use the name of PD. The style of cause will remain as PD.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing October 2, 2014. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Tenant damages

As part of the application, the Landlord submitted documents for a lock-out charge in the amount of \$70.88. The documents included an invoice and two letters to the Tenant. While not in the claim, the Rental Officer pointed to payment of the invoice on the lease balance statement.

The Landlord's representative stated they would disregard the lock-out charges.

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 Landlord's representative stated the Tenant breached their obligation to pay rent as required by 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 and the last time the statement was at a zero or positive balance was January 30, 2025. At the time of the application, the monthly rent charge was \$80.00 and the Tenant accumulated \$228.00 in rental arrears, equating to more than 2.75 months of unpaid rent.

The Rental Officer questioned and was advised by the Landlord that the Tenant had made payments but the arrears remained the same. Upon request, an updated statement was provided and confirmed the rental arrears remained at \$228.00.

The Rental Officer noted on file there were two early 2024 notice of arrears sent to the Tenant and why there was no updated communications regarding arrears. In response, the Landlord testified as the arrears were small, they just sent a statement via mail each month. The Tenant disagreed with the Landlord's claim as when notice was sent the post office was closed. The Rental Officer pointed to maintaining communications.

In response to the arrears, the Tenant stated it was due to the lack of mail and unable to obtain information to provide to a rental assistance provider. The Tenant acknowledged the arrears, committed to addressing the arrears, and their responsibility on paying rent.

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 \$228.00.

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 Tenant's 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 testified the Tenant has a history of complaints of providing shelter to drug traffickers, posing a safety risk. The Landlord stated the RCMP attended the rental premises multiple times for drug related activities. To support the Landlord’s claim are associated notes and a letter from the RCMP. The Landlord’s representative spoke to and reviewed the evidence provided:

- July 4, 2024, Note - Landlord received complaint of the Tenant’s guest ringing doorbells at all hours of the night;
- August 9, 2024, Email - Internal email advising RCMP had done a wellness check at the rental premises and found 4 individuals not on the lease. RCMP suspected drug dealing. No drugs were found but a large amount of money and a prohibited fire arm was seized;
- October 7, 2024, Note - Landlord received a complaint regarding a July 2024 incident of an unknown person knocking on the door. The unknown person was threatening and stole from the occupant;
- March 13, 2025, Note and Testimony - Landlord stated they received a complaint of a drug dealer in the rental premises. The note indicated an unknown person in the rental premises;
- March 28, 2025, Note - Landlord received complaints of drug dealers in the rental premises; and
- April 8, 2025, RCMP Letter - Advising the Landlord between October 2024 and April 2025, the RCMP attended the rental premises 8 times for various concerns. The visits are related to possible drug use and/or trafficking from the rental premises.

In response to the Landlord’s claim, the Tenant testified when the incident occurred on August 9, 2024, the Tenant was away and a friend had been staying at the rental premises. When they found out about the incident, they had the friend leave and are no longer friends with that individual. This is the only incident they know of for illegal activities. The Tenant testified they do not do drugs.

The Tenant also stated in regards to the complaints they were drinking with others, those around them don't drink and the complaints are retaliatory.

The Rental Officer questioned and the Tenant confirmed they allowed the friend to stay at the rental premises while they were away and acknowledged they are responsible for the guests actions while in the rental premises. The Rental Officer also questioned a person staying at the rental premises on March 28, 2025 and drug trafficking. In response, the Tenant stated they had a boyfriend staying at the rental premise when they were gone. The Tenant acknowledged the boyfriend was a guest. The Tenant again acknowledged responsibility for guests.

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, the confiscation of a prohibited firearm and the RCMP report, I find there is a balance of probabilities the Tenant allowed illegal activities to occur at the rental premises. In doing so, I also find the Tenant breached their obligation not to disturb the Landlord's or other tenants' quiet enjoyment of the rental premises and rental complex.

I also note the Tenant acknowledged they remain responsible for any guests activity at the rental premises while they are in attendance or not.

Termination of the tenancy agreement and eviction

Based on the evidence provided, and while the arrears are low, the Tenant failed to adhere to the terms of the tenancy agreement regarding payment of rent.

I also find the Landlord's representative presented evidence that gives the balance of probability of illegal activities occurring at the rental premises. In doing so, caused disturbances, interfering with the Landlord's and other tenants' possession and enjoyment of the rental premises. I am satisfied the request for termination of the tenancy agreement and eviction are justified. However, as the Tenant acknowledged responsibility for both arrears and actions of their guests, a conditional termination and eviction order will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$228.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent in full (p. 41(4)(b));

- requiring the Tenant to comply with their obligation not to disturb the Landlord or other tenant's quiet enjoyment of the rental premises, and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Tenant to comply with their obligation not to 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 residential complex, and not breach that obligation again (p. 46(2)(a), 46(2)(b));
- terminating the tenancy agreement between the parties on:
 - (a) June 30, 2025, unless the \$228.00 in rental arrears are paid in full, and there are no further reports of illegal activities or disturbances occurring at the rental premises reported to the Landlord;
 - (b) July 31, 2025, unless the rent for July 2025 is paid in full and there are no further reports of illegal activities or disturbances occurring at the rental premises reported to the Landlord; or
 - (c) August 31, 2025, unless the rent for August 2025 is paid in full and there are no further reports of illegal activities or disturbances occurring at the rental premises reported to the Landlord (p. 41(4)(c), p. 43(3)(d), p. 46(2)(c), ss. 83(2));
- evicting the Tenant from the rental premises on:
 - (a) July 1, 2025, should the tenancy agreement be terminated on June 30, 2025;
 - (b) August 1, 2025, should the tenancy agreement be terminated on July 31, 2025;
 - (c) September 1, 2025, should the tenancy agreement be terminated on August 31, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer