

IN THE MATTER between **HNT**, Applicant, and **FK**, 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 Norman Wells in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

FK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 24, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MM, representing the Applicant
	CL, representing the Applicant
Date of Decision:	June 24, 2025

REASONS FOR DECISION

An application to a rental officer made by NWAHA on behalf of HNT as the Applicant/Landlord against FK as the Respondent/Tenant was filed by the Rental Office May 22, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by email and registered mail. Email was deemed served on May 25, 2025 and the registered mail was served on May 23, 2025.

The Applicant alleged the Respondent failed to pay rent on time resulting in arrears, caused damages and disturbances. An order was sought for payment of arrears, future rent on time, costs for damages, not cause disturbances, and not breach that obligation again, termination of the tenancy agreement and eviction.

A hearing was scheduled June 24, 2025, by three-way teleconference. MM and CL appeared to represent 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 to review the evidence, and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement from May 24, 2024 to June 30, 2024, after which continued as a month to month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 Landlord claimed the Tenant failed to pay rent, resulting in the accumulation of arrears. To support the claim, entered into evidence was a lease balance statement and an arrears letter from October 2024.

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 from the start of the tenancy the Tenant carried an arrears balance. At the time of the application the monthly rent charge was \$160.00. The statement also included a \$63.32 damage claim.

Damages are not considered arrears. After removing the damage charge the balance owed for rent was \$275.00, equating to more than 1.7 months of unpaid rent.

On June 19, 2024, an updated statement was provided showing two payments were made reduce the arrears to \$115.00.

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 \$115.00.

Damages

The Landlord claims the Tenants caused damages to the rental premises.

The Landlord's representative testified the Tenant caused damages to a window and cut the walls within the rental premises with a knife. To support the Landlords claim is an invoice for repairs, work order, and photos of the damages.

The Rental Officer questioned a photo of the steps, the Landlord's representative testified the photos were of glass from a broken window.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

In review of the work order and photo evidence, I find the Tenant responsible for the cost of repairs to the walls and exterior door for the knife gouges in the amount of \$63.32.

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. Section 12 (bullet 4) 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.

The Landlord's representative testified the Tenant has caused disturbances at the rental premises. The Landlord spoke specifically to a note dated October 30, 2024, where the RCMP attended the rental premises for an incident where Tenant was charged for assault with a weapon when they discharged bear spray into the rental premises.

The Landlord's representative also pointed to other disturbances caused by the Tenant. The Landlord's representative expressed concerns for safety of other tenants.

Supporting evidence included associated notes, emails, and a letter from the RCMP. In review of the evidence:

- August 18 and 19, 2024, Note and email - Complaint received about the Tenant was banging and screaming which could be heard outside. Concern for children going outside to play;
- August 24, 2024, Note and email - Complaint received about the Tenant yelling and swearing late in the evening;
- October 2, 2024, Note and email - Complaint about the Tenant being loud and yelling;
- October 17, 2024, Email - RCMP email to Landlord advising they had been called to the rental premises six times since June 3, 2024;
- October 30, 2024, Note - Notice received from RCMP regarding the Tenant being charged for assault after discharging bear spray in the rental premises;
- February 19, 2025, Note - Complaint received about the Tenant constantly making noise, intoxicated and breaking bottles or other items. Expressed concern for safety;
- February 19 and March 17, 2025, Letter - To Tenant regarding responsibility to not cause disturbances and/or illegal activities at the rental premises;
- March 27, 2025, Note - Complaint received about the Tenant intoxicated, swearing, and threatening people, and throwing items off the stairs. Other tenant's children being threatened with physical harm, resulting in concerns for children's safety;
- April 15, 2025, Note - Complaint received about the Tenant's disruptive behaviour regarding noise and fighting. Letter sent to Tenant reminding them of their responsibility not to cause disturbances and/or illegal activities at the rental premises; and
- May 3, 2025, RCMP Letter - To Landlord advising they attended the Tenant's rental premises 15 times between October 2024 and March 2025, for various occurrences, which included five reports of assault and two for damage to property.

I am satisfied there has been repeated and unreasonable pattern of disturbances occurring at the rental premises and rental complex caused by the Tenant.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, I am satisfied that the Tenant had not paid rent when due in breach of subsection 41(1) of the Act and caused unwarranted damages in breach of subsection 42(1). I also note the Tenant repeatedly disturbed the landlord's or other tenants' enjoyment of the rental premises contrary to subsection 43(1) of the Act. For these reasons, I believe that 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 \$115.00 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$63.32 (p. 42(3)(e));
- terminating the tenancy agreement between the parties on July 15, 2025 (p. 41(4)(c), p. 42(3)(f), p. 43(3)(d)); and
- evicting the Tenant from the rental premises on July 16, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer