

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LILIAN PANILOO**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LILIAN PANILOO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(d) and 46(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 111, 4905 - 54th Avenue, Yellowknife, NT shall be terminated on October 10, 2014 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of October, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LILIAN PANILOO**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LILIAN PANILOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 1, 2014**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Aya Burshan, representing the applicant**

Date of Decision: **October 1, 2014**

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt. However a voice mail message was left on the respondent's telephone on September 30, 2014 advising her of the notice and the time, date and location of the hearing. Canada Post also confirmed that a notice had been left at the premises on September 22 indicating where the item could be picked up. Later on September 30, the respondent attended the rental office and was personally advised of the notice and the time, date and location of the hearing. She indicated that she would attend the hearing but did not appear. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by disturbing the landlord and other tenants and by committing an illegal act in the rental premises. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant stated that the RCMP raided the respondent's apartment in August, seizing narcotic pills, cash and a small amount of crack cocaine and marijuana. The respondent and an occupant, Rory Quentin Moore were charged with possession of fentanyl for the purpose of trafficking as well as possession of cocaine and marijuana. Mr. Moore was also charged with possession of the proceeds of crime. A news release was provided in evidence. The applicant stated that Mr. Moore was a regular occupant of the premises but not a joint tenant. She stated

that the landlord had previously refused to approve Mr. Moore as a tenant.

The applicant testified that other tenants had been disturbed by the police raid and continued to be concerned with the alleged activity in the residential complex. The applicant also testified that Mr. Moore had attended their office after the incident and threatened staff that his dog would attack them if they came to the apartment. The office incident was reported to police who advised the landlord to contact them if Mr. Moore returned to the office. The applicant also stated that a staff member who lived in the residential complex had been repeatedly harassed by the Mr. Moore due to his employment with the landlord.

On the balance of probabilities, it is my opinion that the respondent permits Mr. Moore to occupy the apartment on an ongoing basis and that the respondent and/or Mr. Moore did commit an illegal act in the premises by possessing illegal substances. In my opinion Mr. Moore has also disturbed the landlord and tenants in the residential complex. The breaches are sufficient and serious enough to justify the termination of the tenancy agreement and eviction.

An order shall issue terminating the tenancy agreement on October 10, 2014. An eviction order to be effective on October 11, 2014 shall be issued separately.

Hal Logsdon
Rental Officer