

IN THE MATTER between **JOSE MADRIGAL AVENDANO**, Tenant, and **DARREN WILLING AND REGINA GUZMAN**, Landlords;

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:

JOSE MADRIGAL AVENDANO

Tenant

- and -

DARREN WILLING AND REGINA GUZMAN

Landlords

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 57(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 115 Gwilliam Crescent, Yellowknife, NT shall be terminated on July 15, 2011 and the tenant shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of July, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **JOSE MADRIGAL AVENDANO**, Tenant, and **DARREN WILLING AND REGINA GUZMAN**, Landlords;

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:

JOSE MADRIGAL AVENDANO

Tenant

-and-

DARREN WILLING AND REGINA GUZMAN

Landlords

REASONS FOR DECISION

Date of the Hearing: June 22, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jose Madrigal Avendano, Tenant
Jamie Rivas, witness for the tenant
Val Watsyk, representing the tenant
Darren Willing, landlord
Regina Guzman, landlord

Date of Decision: June 22, 2011

REASONS FOR DECISION

The tenant filed an application on May 24, 2011 alleging that the landlords had disturbed his quiet enjoyment of the rental premises. The landlords sought an order terminating the tenancy agreement and evicting the tenant. The landlords filed an application on June 3, 2011 alleging that the tenant has disturbed their quiet enjoyment of the rental premises. The tenant did not specify a remedy. Both matters were determined at a common hearing. The rental premises consist of a room. The landlord and the tenant share kitchen facilities and other common areas in the house.

The tenant alleged that the landlords had summoned the police to the premises when he had invited a female guest to his room. He stated that he had not created any disturbance. He also alleged that the landlords had deliberately put a worm in his soup, causing him to become ill, summon an ambulance and attend the hospital emergency room. He also stated that he had been prohibited from using the kitchen on one occasion because he had been drinking. The tenant stated that he was told to wash the landlords' car to demonstrate his sincerity to become a good tenant. The tenant stated that he wanted to move out but needed time to find suitable accommodation at a reasonable price.

The landlords acknowledged that they had summoned the police to the house because they believed the female guest was a minor who was being provided with liquor and money in

exchange for sex. They stated that, on the arrival of the police, they decided not to permit them to enter because they feared retaliation by the tenant.

The landlords denied tampering with the tenant's soup. They acknowledged asking the tenant to wash their car. The landlords stated that the tenant had made no efforts to find other accommodation despite their assistance in providing him with a number of leads they had gathered from the newspaper.

The landlords stated that the tenant had stolen liquor from them. They stated that when confronted, the tenant initially denied taking the liquor but later acknowledged that he had done so and replaced it. The landlords stated that the female guest was considerably younger than the tenant, was obviously intoxicated, leading them to believe she was providing sex in exchange for alcohol. They provided no evidence of the female guest's age or her intentions. The landlords stated that the tenant was a heavy drinker who was frequently noisy and unstable on his feet. They acknowledged prohibiting him from using the kitchen on one occasion because of his drunkenness.

Section 57(c) of the *Residential Tenancies Act* contains a unique provision for the termination of a tenancy agreement where a landlord and tenant share bathroom or kitchen facilities.

- 57. Where, on the application of a landlord, a rental officer determines that**
- (a) a tenant who, as a student or a staff member was provided with living accommodation that is not exempt from this Act by an educational institution, has ceased to meet the requirement for occupancy of the living accommodation,**
 - (b) a tenant of subsidized public housing has ceased to meet the**

- (c) requirement for occupancy of the rental premises, or a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them, the rental officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.**

In my opinion, both the landlord and the tenant were most likely in breach of their obligations to not disturb each other. However, it is so overwhelming clear that the parties have irreconcilable differences that adversely affect both of them and that both want to terminate the tenancy agreement, that I hardly have to order the termination of this agreement on any other grounds than are contained in section 57(c).

In my opinion, the tenant requires some motivation to search for and obtain other accommodation that is more to his liking. Hopefully this order will provide that motivation to start searching in earnest.

An order shall issue terminating the tenancy on July 15, 2011. An eviction order to become effective on July 16, 2011, will be issued separately.

Hal Logsdon
Rental Officer