

IN THE MATTER between **Fort Providence Housing Association**, Applicant, and **Maurice Minoza**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MAURICE MINOZA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent must not breach his obligation to not disturb the landlord's and other tenants' possession or enjoyment of the rental premises or residential complex again.

DATED at the City of Yellowknife in the Northwest Territories this 10th day of February 2014.

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

Date of the Hearing: January 15, 2014

Place of the Hearing: Fort Providence, Northwest Territories, by Teleconference

Appearances at Hearing: Alphonsine Gargan, representing the Applicant
Maurice Minoza, representing himself as the Respondent

Date of Decision: January 15, 2014

REASONS FOR DECISION

An application to a rental officer made by Fort Providence Housing Association as the applicant/landlord against Maurice Minoza as the respondent/tenant was filed by the Rental Office November 13, 2013. The application was made regarding a tenancy agreement for the rental premises known as Unit 1-09, Lot 184, in Fort Providence, Northwest Territories. The applicant personally served a copy of the filed application on the respondent November 19, 2013.

The applicant alleged the respondent had disturbed the quiet enjoyment and possession of the rental premises and residential complex. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 15, 2014. Notices of attendance were sent to the parties. Ms. Alphonsine Gargan appeared representing the applicant; Mr. Maurice Minoza appeared representing himself.

Ms. Gargan testified and presented evidence that Mr. Minoza had been in a tenancy agreement for subsidized seniors housing. Notes to file were submitted into evidence supporting the allegation that complaints had been laid against Mr. Minoza at least 12 times between February 10, 2012, and November 28, 2013, for causing disturbances in the seniors complex. These complaints primarily consisted of noises and partying involving visitors and alcohol. Warnings had repeatedly been given to Mr. Minoza asking him to stop causing disturbances and warning of the consequences if they were to continue.

The applicant gave Mr. Minoza written notices dated October 16 and October 28, 2013, in accordance with section 51(3) of the Act indicating the tenancy agreement would be terminated December 31, 2013. By written notice dated November 7, 2013, the applicant terminated the tenancy November 21, 2013, pursuant to section 54(1)(a) of the Act. Ms. Gargan requested an order terminating the tenancy and evicting Mr. Minoza.

Mr. Minoza acknowledged awareness of the complaints and warnings he had received. He testified that he had some visitors who would play loud music and other visitors who would go there when he was not home. Many of these visitors are family and individuals who have nowhere else to go. Mr. Minoza acknowledged and understood he had to follow the rules of the seniors housing if he wanted to continue staying there. He testified that his kids moved to

Yellowknife and Hay River before Christmas and that his brother and a couple of young people who sometimes come over have been warned to stay away from the seniors complex where he lives. He asked for an opportunity to prove he could maintain the peace at his premises and asked that he be permitted to stay at the seniors complex.

Ms. Gargan indicated the applicant was willing to give Mr. Minoza the months of January through March to prove he could comply with his obligation not to disturb the other tenants' and landlord's enjoyment and possession of the premises and complex. She warned that if an improvement was not noted the tenancy would be terminated. She also warned against making homemade liquor and requested that Mr. Minoza attend alcohol counselling. While the housing authority may be able to create a house rule prohibiting home-brew in their residences, I do not believe either they or I have the jurisdiction or authority to require a tenant to attend alcohol counselling.

Tenancy agreement

The residential tenancy agreement submitted into evidence is for subsidized public housing for a fixed-term from October 1, 2012, to December 31, 2013. Neither party disputed the validity of this tenancy agreement and I am satisfied it is in accordance with the Act.

Disturbances

The notes to file submitted into evidence and Ms. Gargan's testimony speak to the repeated complaints received regarding disturbances attributed to Mr. Minoza and/or others in attendance at his residence. Mr. Minoza did not dispute this accounting. I am satisfied Mr. Minoza and/or his guests have disturbed the enjoyment and possession of the rental premises and residential complex for others.

Termination of the tenancy

Although the applicant's written notices dated October 16 and 28, 2013, effectively terminated the tenancy on December 31, 2013, in accordance with the Act, Ms. Gargan's agreement at hearing to continue the tenancy until March 30, 2014, effectively withdraws that termination notice and the tenancy is automatically renewed effective January 1, 2014, on a periodic month-to-month tenancy in accordance with section 49(1) of the Act. If the parties wish to enter into a new fixed-term agreement they are free to do so.

An order will issue requiring Mr. Minoza not to breach his obligation to not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex again.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's notice of termination - 10 days correspondence to respondent dated November 7, 2013
- Exhibit 2: Applicant's notice of termination update correspondence to respondent dated November 4, 2013
- Exhibit 3: Applicant's unit check correspondence to respondent dated October 30, 2013
- Exhibit 4: Applicant's notice of termination - 30 days correspondence to respondent dated October 28, 2013
- Exhibit 5: Applicant's notice of termination correspondence to respondent dated October 16, 2013
- Exhibit 6: Applicant's occupants in unit correspondence to respondent dated September 24, 2013
- Exhibit 7: Applicant's illegal activities correspondence to respondent dated November 20, 2012
- Exhibit 8: Applicant's visitors and disturbance correspondence to respondent dated April 2, 2012
- Exhibit 9: Applicant's follow up on home visit correspondence to respondent dated February 23, 2012
- Exhibit 10: Applicant's notes to file from February 10, 2012, to November 4, 2013
- Exhibit 11: Residential tenancy agreement - fixed term lease dated July 31, 2013
- Exhibit 12: Applicant's notes to file from October 24, 2013, to November 28, 2013