

IN THE MATTER between **GBH**, Applicant, and **J.G.**, 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,

BETWEEN:

GBH

Applicant/Landlord

-and-

J.G.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: G.M., representing the applicant
J.G., respondent

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by GBH as the applicant/landlord against J.G. as the respondent/tenant was filed by the Rental Office April 1, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent April 11, 2016.

The applicant alleged the respondent had accumulated rental arrears and caused disturbances. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 14, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Mr. G.M. appeared representing the applicant. Mr. J.G. appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement was in place between them commencing August 1, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant record sheet entered into evidence represents the landlord's accounting of monthly rent and payments made against the respondent's account. The respondent did not dispute the accuracy of the accounting, acknowledging his debt. I am satisfied the record accurately reflects the current status of the respondent's rent account.

The record shows the respondent was late paying his rent for February, March, and April 2016. It also shows that the rents for May and June have not yet been paid. I find the respondent has repeatedly failed to comply with his obligation to pay his rent when due. I find the respondent has accumulated rental arrears in the amount of \$2,200.

Disturbances

The applicant's representative testified the respondent and/or persons the respondent permitted in the rental premises and residential complex have disturbed the landlord's and other tenants' quiet enjoyment of the rental premises by being loud, noisy, intoxicated, and aggressive. The applicant's representative is the on-site manager living in one of the apartments in the building. He submitted into evidence four notices of violation of building rules regarding disturbances issued to the respondent dated: August 30, 2015; September 4, 2015; March 20, 2015; and March 22, 2016. The applicant's representative testified that further disturbances have occurred since the filing of the application. He alleged incidents when the RCMP were called and attended, but no evidence was presented substantiating the claim.

The respondent acknowledged that sometimes he or his friends have been noisy, but not as often as the applicant's representative alleged. He testified that there is animosity between himself and the applicant's representative, and that their relationship is a contentious one. The respondent feels the applicant's representative is 'out to get him' and has been provoking him. The respondent alleged the applicant's representative is similarly viewed by other tenants in the building, although no evidence was presented supporting the allegation. As a result of the ongoing issues, the respondent indicated he is attempting to secure a new rental premises.

The respondent further cited an incident in which the applicant's representative responded to a failed attempt to resolve a complaint of noise coming from the respondent's rental premises by cutting the power off to the respondent's premises. The applicant's representative admitted he did in fact cut the power to the respondent's rental premises on this occasion, and acknowledged his fault in doing so. The applicant's representative elaborated on the incident,

indicating that upon cutting the power the respondent angrily attended the applicant's representative's premises, forcing himself in. The applicant's representative claimed there were witnesses to this incident and the police were called, although no supporting evidence was provided. The respondent admitted he had gotten angry when the power was cut off and confronted the applicant's representative.

I am satisfied the respondent and/or persons he has permitted in the rental premises and residential complex have caused disturbances in the rental premises. I find the respondent has failed to comply with his obligation not to disturb other tenants' or the landlord's enjoyment of the rental premises or residential complex.

I am also satisfied the applicant's representative cut the power off to the respondent's rental premises and that by doing so he has disturbed the respondent's enjoyment and possession of the rental premises. I find the applicant has failed to comply with their obligation not to interfere with the provision of a vital service. I find the applicant has failed to comply with their obligation not to disturb the respondent's enjoyment and possession of the rental premises. Although I did not make such an order at hearing, upon review of the materials in preparing these reasons for decision I am of the opinion that the landlord's identified breaches are of such significance as to justify an order that the landlord not breach those obligations again.

Termination of the tenancy agreement and eviction

In combined consideration of the amount of rental arrears, the repeated failure to pay the full amount of rent on time, and the disturbances, I am satisfied that a conditional termination of the tenancy agreement is justified. The conditional termination of the tenancy agreement will be based on successful payment of the rental arrears, payment of the rents on time, and no further verifiable disturbances occurring. Due to the variable nature of the conditions and the necessity to prove any breaches of those conditions, especially with regard to disturbances, I am not prepared to issue an eviction order. Should the applicant have proof of breaches of the conditions triggering the termination of the tenancy, the applicant may make a new application to a rental officer for additional remedies including eviction.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,200; to pay his future rent on time; and terminating his tenancy agreement on September 30, 2016, unless the rental arrears are paid in full, the rents for July, August, and September are paid on time, and no further verifiable disturbances have been caused by the respondent or any persons he permits in the rental premises or residential complex.

An order will issue requiring the applicant to comply with his obligation not to disturb the respondent's enjoyment and possession of the rental premises, not to breach that obligation again, and not to interfere with the provision of vital services again.

Adelle Guigon
Rental Officer