

IN THE MATTER between **NTHC**, Applicant, and **MM**, 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**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**MM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 16, 2017

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AS, representing the applicant  
BM, on behalf of the applicant

**Date of Decision:** February 16, 2017

**REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against MM as the respondent/tenant was filed by the Rental Office October 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent November 17, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent, had failed to pay for costs to replace keys, had failed to pay the security deposit in full, and had repeatedly disturbed the landlord's and other tenants' possession and enjoyment of the rental premises and residential complex. An order was sought for payment of the rental arrears, payment of costs to replace keys, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 16, 2017, by three-way teleconference. AS appeared representing the applicant with BM appearing as witness. MM was served notice of the hearing by registered mail signed for January 31, 2017. The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 1, 2016. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

### *Rental arrears*

The statements of account and client aged details entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been assessed subsidies based on reported household income and are currently assessed at \$160 per month. The last payment received against the respondent's rent account was recorded January 17, 2017, in the amount of \$160. I am satisfied the statements of account and client aged details accurately reflect the current status of the respondent's rent account.

Between October 2016 and January 2017, the respondent has successfully managed to pay the full amount of her subsidized rent on time. The rents for June, July, and September 2016, and February 2017, have not been paid, and the rent for August 2016 was paid on August 29, 2016. No payments over and above the monthly assessed rents have been received to apply against the accumulated rental arrears.

I find the respondent has repeatedly failed to pay her rent and has accumulated rental arrears in the amount of \$560.

### *Security deposit*

The tenant ledger card entered into evidence represents the landlord's accounting of payments made against the respondent's security deposit account. The security deposit was established in the tenancy agreement in the amount of \$1,200. On May 8, 2016, a payment of \$600 was recorded against the security deposit. No other payments were received.

I am satisfied the respondent has failed to pay the full amount of her security deposit. In consideration of the termination of the tenancy agreement to be discussed later in these reasons, there is no point or value to issuing an order for payment of the outstanding security deposit.

### *Key replacement*

The applicant's representative testified and provided evidence supporting their claim that the respondent had twice lost her keys to the rental premises and residential complex, requiring their replacement. The cost claimed to replace each set of three keys is \$30. I am satisfied the respondent has lost her set of keys to the rental premises and residential complex twice, requiring their replacement. I find the respondent liable to the applicant for the costs to replace two sets of three keys in the amount of \$60.

### *Disturbances*

The applicant's representative and witness both testified to multiple disturbances caused by the respondent to the landlord's and other tenants enjoyment and possession of the rental premises and residential complex. The applicant's witness is the on-site caretaker and has direct knowledge of most of the complaints and received complaints from other tenants of the building. Written notes to file documenting complaints as they arose were submitted into evidence, as were written correspondences to the respondent notifying her of the complaints, reminding her of her obligation not to disturb others, and requesting the respondent's compliance with this obligation. The applicant's representative further testified to having verbal conversations directly with the respondent regarding the matter, which ultimately went unheeded.

The disturbances in question have occurred repeatedly since September 2016, with the most recent being documented February 2, 2017. All of the disturbances involved excessive noise complaints in the form of loud music or television, loud conversations, and fights with guests at all hours of the day and night, one complaint of public indecency on the residential complex grounds, and a noise incident in September 2016 of such significance as to require the RCMP's attendance.

Based on the testimony and evidence presented, I find the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex.

*Termination of the tenancy agreement and eviction*

Primarily based on the respondent's repeated and unreasonable disturbance of the landlord's and other tenants' enjoyment and possession of the rental premises, but also with the respondent's repeated failure to pay her rent and accumulated rental arrears being a factor, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$560; requiring the respondent to pay costs of replacing keys in the amount of \$60; terminating the tenancy agreement February 28, 2017; evicting the respondent from the rental premises March 15, 2017; and requiring the respondent to pay compensation for use and occupation at a rate of \$53.42 for each day she remains in the rental premises after February 28, 2017.

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Adelle Guigon  
Rental Officer