

IN THE MATTER between **NTHC**, Applicant, and **NF**, 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-

NF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KB, representing the applicant
NF, respondent

Date of Decision: March 22, 2017

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against NF as the respondent/tenant was filed by the Rental Office November 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served the filed application on the respondent December 6, 2016.

The applicant alleged the respondent had repeatedly caused disturbances, had locked herself out of the rental premises, had accumulated rental arrears, and had failed to vacate the rental premises upon termination of the tenancy agreement. An order was sought for payment of the rental arrears, payment of costs associated with being locked out of the rental premises, and eviction.

A hearing was scheduled for March 22, 2017, by three-way teleconference. KB appeared representing the applicant. NF appeared as respondent.

Tenancy agreement, termination, and overholding status

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing September 1, 2015. The most recent written tenancy agreement was signed by both parties September 30, 2016, for the period of October 1 to 31, 2016.

Included as part of the written tenancy agreement is a tenant information sheet regarding fixed-term tenancies for periods of 31 days or less. The respondent signed the information sheet September 30, 2016, acknowledging her obligation to vacate the rental premises on or before October 31, 2016.

On October 31, 2016, the applicant confirmed in writing to the respondent that the tenancy agreement was not being renewed and that the respondent was required to vacate the rental premises on or before October 31, 2016, as agreed.

Although the respondent has exhausted her internal avenues of appeal, she remains in occupancy of the rental premises to date.

Section 51(4) of the *Residential Tenancies Act* (the Act) states that where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement, it terminates on the specified date.

I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act. I am satisfied the most recent written tenancy agreement was for a period of 31 days or less. I find the tenancy agreement was terminated in accordance with section 51(4) of the Act on October 31, 2016, and that because the respondent has continued to occupy the rental premises after the termination of the tenancy she is an overholding tenant as contemplated by section 67(1) of the Act.

Disturbances

One reason for the applicant's refusal to renew the respondent's tenancy agreement was because of the respondent's repeated failure to comply with her obligation not to disturb other tenants' or the landlord's enjoyment or possession of the rental premises or residential complex. Multiple instances of partying and excessive noise coming from the respondent's rental premises throughout the tenancy and to date were reported by other tenants and corroborated by the on-site security officers. Those instances which were not corroborated by the on-site security officers or could not otherwise be connected with the respondent resulted in reversals of notices to the respondent to terminate the tenancy agreement. The respondent denied knowledge of some of the more recent complaints, saying she was not in town for them. However, there was no evidence or suggestion that the rental premises was broken into, leading to the conclusion that if the respondent was not present to cause the reported disturbances that someone she had provided with keys to the premises caused the disturbances.

Section 43(2) of the Act states that a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

I am satisfied the disturbances complained of originated from the respondent's rental premises and as a consequence the respondent is responsible for the disturbances. I find the respondent has repeatedly failed to comply with her obligation not to cause disturbances. In consideration that the tenancy has been terminated in accordance with the Act, issuance of an order that the respondent comply with her obligation would have no value.

Lock outs

On October 13, 2016, and November 7, 2016, the respondent locked herself out of the rental premises necessitating a call-out to the applicant's maintenance personnel to let her back into the rental premises. Articles 3 and 4 of Schedule "C" - House Rules forming part of the written tenancy agreement set out the costs to the tenant associated with responding to call-outs due to tenants locking themselves out of their rental premises. The respondent did not dispute that she had locked herself out of the rental premises on the dates in question.

I am satisfied that the respondent locking herself out of the rental premises required the applicant's employees to attend after hours to let the respondent in, resulting in a monetary loss to the applicant for the employee's time and effort reasonably set out in Articles 3 and 4 of Schedule "C" at a rate of \$100 per call out, plus a 10 percent administrative fee and 5 percent GST. I find the respondent liable to the applicant for monetary losses suffered in the amount of \$131.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents up to and including October 2016 have been subsidized based on reported household income. The rents since November 2016 have been charged at the maximum monthly rent of \$1,625 because the tenancy agreement ended October 31, 2016, at which point the respondent was no longer eligible for a rent subsidy. The last payment was recorded November 7, 2016, in the amount of \$80.

Section 67(1) of the Act states that a landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I am satisfied the maximum monthly rents were appropriately applied since November 2016. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears to March 31, 2017, in the amount of \$8,145.

Eviction

Having found the tenancy agreement terminated in accordance with the Act effective October 31, 2016, and being satisfied the respondent remains in overholding occupancy of the rental premises to date, I am satisfied an eviction order is justified. Additionally, I find the applicant entitled to compensation from the respondent for use and occupation of the rental premises for as long as the respondent remains in possession of it.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$8,145; requiring the respondent to pay costs for lock-outs in the amount of \$131; evicting the respondent from the rental premises April 15, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day she remains in the rental premises after March 31, 2017.

Adelle Guigon
Rental Officer