

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:** March 21, 2017

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

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

**Date of Decision:** March 21, 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 November 25, 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 served the filed application on the respondent by registered mail signed for December 20, 2016.

The applicant alleged the respondent had repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment of the rental premises and residential complex. An order was sought for the respondent to comply with his obligation not to disturb the landlord's and other tenants' enjoyment of the rental premises and residential complex, not to breach that obligation again, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 21, 2017, by three-way teleconference. AS appeared representing the applicant with BM appearing as a witness for the applicant. MM appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Disturbances*

Section 43(1) of the Act states that a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Section 12(c) of the tenancy agreement states that the tenant promises to conduct himself in a manner that will not disturb the landlord's or other tenants' enjoyment of the premises or residential complex.

The applicant's representatives testified and provided evidence that the respondent had repeatedly played his music at a very loud volume which interfered with other tenants' enjoyment of their premises, had been confrontational and verbally abusive towards the on-site building caretaker when she was executing her duties, and had permitted at least one party to occur within his premises which became very loud and disturbed his neighbours. Although there was a brief period in November without reported disturbances, and although the respondent usually turned his music volume down when asked to do so, by and large the respondent has failed to be considerate of his neighbours and has continued to cause disturbances on a regular basis.

The respondent did not dispute that the alleged disturbances occurred. He acknowledged he has played his music loud, but that he always turns it down when told to. The respondent did not recall being verbally abusive towards the on-site building caretaker, but did admit to being verbally abusive towards her boyfriend when he would act on behalf of the on-site building caretaker; the respondent offered an apology to the on-site building caretaker in the event he was verbally abusive towards her. The respondent agreed to keep his music down and refrain from further confrontations; he was receptive to the suggestion to obtain a set of headphones so that he could listen to his music at whatever volume he wanted without disturbing his neighbours. The respondent requested a three-month probationary period to show he could comply with his obligation, and agreed if he was not able to he would voluntarily move out.

The applicant's representatives were cautiously optimistic about the respondent's offer of a three-month probationary period. They reiterated that the behaviours that have been exhibited to date, both towards his neighbours in general and to the on-site building caretaker specifically, were highly disrespectful and could not continue.

I find the respondent has repeatedly failed to comply with his obligation not to disturb the landlord's or other tenants' enjoyment of the rental premises and residential complex.

*Termination of the tenancy agreement and eviction.*

I agree with the applicant's representatives that the respondent's behaviour has been highly disrespectful, but I believe the respondent's remorse is sincere. I am satisfied termination of the tenancy agreement and eviction are justified, but that the proposed three-month period conditional on no further disturbances being reported is appropriate under the circumstances.

*Orders*

An order will issue: requiring the respondent to comply with his obligation not to disturb the landlord's or other tenants' enjoyment of the rental premises and residential complex, and not to breach that obligation again; terminating the tenancy agreement June 30, 2017, unless no further verifiable disturbances are reported; and evicting the respondent from the rental premises July 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer