

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

**JS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 9, 2017

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

**Appearances at Hearing:** AB, representing the applicant  
BB, representing the applicant  
EN, witness for the applicant  
JS, respondent  
RM, witness for the respondent

**Date of Decision:** March 9, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against JS 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 Yellowknife, Northwest Territories. The applicant served the filed application on the respondent by email confirmed received November 30, 2016.

The applicant alleged the respondent had disturbed the landlord's possession of the rental premises and residential complex. An order was sought for the respondent to comply with her obligation not to disturb the landlord's possession of the rental premises.

A hearing was scheduled for March 9, 2017, in Yellowknife, Northwest Territories. AB and BB appeared representing the applicant, with EN appearing as witness for the applicant. JS appeared as respondent with RM appearing as witness for the respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 5, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

#### *Disturbances*

The applicant's representatives testified and provided evidence supporting their claim that between Friday, October 28 and Monday, October 31, 2016, the respondent had repeatedly treated the landlord's employees and agents in an aggressive and disrespectful manner. The landlord has a zero tolerance policy for abusive behaviour towards their staff.

On the evening of October 28<sup>th</sup> the respondent's vehicle had been towed from a parking stall at the rental premises. Upon learning that her vehicle had been towed, the respondent became upset. She called the landlord's emergency after-hours line demanding her vehicle be returned. The on-call staff member who answered the call advised the respondent the matter – being non-emergent in nature – would be addressed the following Monday and should any errors be found in the towing of the vehicle the landlord would compensate the tenant for expenses incurred. The respondent was not happy with this reply, loudly and repeatedly demanding the return of her vehicle. The staff member felt he was not being heard, and the respondent was being unreasonable and verbally abusive, so he ended the call. The respondent made an additional 12 phone calls to the after-hours number between 11:26 p.m. October 28<sup>th</sup> and 9:28 a.m. October 29<sup>th</sup>; three of those calls were answered by the staff member only to be met with the respondent's continued aggressive and agitated demands. The staff member refused to answer the remaining calls.

Upon being unable to connect through the after-hours number, the respondent obtained the contact number for the landlord's maintenance manager and called him repeatedly on October 29<sup>th</sup> about getting her vehicle back. The maintenance manager was not on call that weekend. He provided the same advice the on-call staff member provided: that nothing could be done for non-emergent matters until Monday and that if any mistakes were made by the landlord regarding the towing of the respondent's vehicle that the landlord would compensate the respondent for losses suffered.

A meeting was held between the applicant's representatives and the respondent on Monday, October 31<sup>st</sup>. One of the applicant's representatives was the on-call staff member who received the after-hours calls; during those calls the respondent failed to identify herself to the on-call staff member, so he did not know until the Monday meeting which tenant was involved. At the meeting the respondent's tone and behaviour continued to be aggressive and agitated. The applicant's representatives tried to be accommodating to figure out what happened and why it happened. The respondent remained focussed on blaming the applicant's representatives for the mistake she perceived was made without regard to her behaviour towards them. The

applicant's representatives felt harassed and verbally abused, and ended the meeting without a specified resolution to the originating issue. The respondent mis-read the abrupt end to the meeting, believing she could expect an apology from the landlord for their mistake in towing the vehicle.

The applicant's purpose in making this application to a rental officer was to address the respondent's inappropriate response to the originating issue, and the effect her behaviour had on the landlord's staff. The involved staff members felt the respondent's aggressive and agitated communication was verbally abusive towards them. The landlord has a zero tolerance policy for abusive behaviour towards their staff, reinforcing their employee's right to a safe workplace.

The respondent has admitted that she was angry and upset when her vehicle was towed. She had commitments with her family which required use of a vehicle that particular weekend, and she admits to allowing her emotions to rule her responses. The respondent does not seem to appreciate that the aggressiveness of her responses and demands were disproportionate to the issue, and were disrespectful and harmful to the landlord's staff. The respondent seems to believe that her responses were rationalized by the landlord's perceived mistake.

I am satisfied that the respondent's responses and behaviour to the landlord's staff members over the weekend of October 28<sup>th</sup> to 31<sup>st</sup> were inappropriate and verbally abusive, causing the landlord's possession of the rental premises to be disturbed. I am not satisfied that the respondent's behaviour can be excused by any mistake – perceived or real – made on the part of the landlord.

#### *Order*

An order will issue requiring the respondent to comply with her obligation not to disturb the landlord's possession of the rental premises.

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Adelle Guigon  
Rental Officer