

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

**LR**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** KB, representing the applicant  
DD, representing the applicant

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

**REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against LR as the respondent/tenant was filed by the Rental Office April 5, 2017. 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 April 20, 2017.

The applicant alleged the respondent had repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment or possession of the rental premises and residential complex, had accumulated rental arrears, had caused damages to the rental premises, and had failed to vacate the rental premises by the termination date of the tenancy. An order was sought for payment of rental arrears, payment of costs for repairs, eviction, and compensation for use and occupation of the rental premises.

An expedited hearing was scheduled for May 9, 2017, in Inuvik, Northwest Territories. The Rental Officer appeared by telephone. KB and DD appeared representing the applicant. LR was served notice of the hearing by email deemed received April 27, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's 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 September 23, 2016. Two new tenancy agreements were entered into after the commencement of the tenancy: one for a fixed-term period from January 1 to 31, 2017; one for a fixed-term period from February 1 to 28, 2017.

Section 51(4) of the Act says that a tenancy agreement for subsidized public housing that specifies a fixed-term tenancy for a period of 31 days or less terminates on the last day of the fixed term period. A tenant information sheet attached as part of the tenancy agreement and signed by the tenant confirms the status of the tenancy agreement as being one for 31 days or less and clarifies the requirement for the tenant to be prepared to vacate the premises on or before the last day of the fixed term period.

The applicant confirmed to the respondent by notice on February 27, 2017, that the tenancy agreement would not be renewed and reminded the respondent of her obligation to vacate the rental premises.

I am satisfied there was a valid tenancy agreement in place between the parties in accordance with the Act. I am satisfied the tenancy agreement was terminated in accordance with section 51(4) of the Act on February 28, 2017.

#### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents up to and including for February 2017 were subsidized based on reported household income. The last two payments received against the rent account were recorded February 23, 2017, in the amount of \$80, and January 27, 2017, in the amount of \$80.

The respondent did not vacate the rental premises on or before February 28, 2017, in accordance with the termination of her tenancy, remaining in occupancy to date. As the tenancy agreement was terminated in accordance with the Act, the respondent was no longer eligible for any rent subsidies as of March 1, 2017. The rents for March, April, and May were appropriately assessed at the maximum monthly rent for the rental premises of \$1,625 per month.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$4,875.

### *Tenant damages*

The applicant's representative testified and provided evidence establishing damages to the rental premises consisting of five holes in the walls, one damaged interior door, and one broken window for which costs of repairs were claimed against the respondent in the total amount of \$1,191.87. I am satisfied the claimed damages are the responsibility of the respondent and that the claimed costs of repairs are reasonable. I find the respondent liable to the applicant for the costs of repairs in the amount of \$1,191.87.

### *Disturbances*

The applicant's representative testified and provided evidence of multiple incidents throughout the tenancy of unreasonable disturbances to the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. The disturbances took the form of fighting, yelling, verbal abuse and threats to the landlord's staff, and partying.

The respondent was served with a notice to terminate the tenancy agreement November 30, 2016, due to the repeated disturbances. The respondent appealed the notice at the board level; the appeal was successful on a conditional, "last chance", basis dependent on no further disturbances occurring for at least one year. A third level appeal was denied after a substantial disturbance occurred in January 2017. Three more substantial disturbances involving partying, violence, chasing children, and uttering threats against the applicant's staff occurred in February, March, and April 2017.

I am satisfied the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment of the rental premises and residential complex. Had a finding not already been made that the tenancy agreement had been terminated in accordance with the Act, I would be finding justification for termination of the tenancy agreement and eviction on the grounds of the disturbances.

*Eviction and compensation for use and occupation*

Having determined the tenancy agreement has been terminated in accordance with the Act effective February 28, 2017, and in consideration that the respondent remains in overholding occupancy of the rental premises to date, I am satisfied that an eviction order is justified and necessary, as is an order for the respondent to pay compensation to the applicant for use and occupation of the rental premises.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,875; requiring the respondent to pay costs for repairs in the amount of \$1,191.87; evicting the respondent from the rental premises June 1, 2017; and requiring the respondent to pay compensation for use and occupation at a rate of \$53.42 for each day the respondent remains in the rental premise after May 31, 2017.

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Adelle Guigon  
Rental Officer