

IN THE MATTER between **YKDPM**, Applicant, and **AB**, 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:

YKDPM

Applicant/Landlord

-and-

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CW, representing the applicant

Date of Decision: May 3, 2017

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the applicant/landlord against AB as the respondent/tenant was filed by the Rental Office April 12, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served the filed application on the respondent by email deemed received April 15, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had failed to pay the full amount of her rent when due, was permitting a greater number of occupants to reside in the rental premises than is permitted in the tenancy agreement, and has repeatedly and unreasonably disturbed the enjoyment and possession of the rental premise and residential complex for other tenants and the landlord. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

An expedited hearing was originally scheduled for April 25, 2017, in Yellowknife, Northwest Territories. Both parties were served with notice of the hearing, AB by both personal service on April 23, 2017, and by email deemed received April 24, 2017. AB contacted the rental officer and requested a postponement as she was scheduled to work a polling station all day on April 25. The respondent's request was granted upon agreement to reschedule the hearing for May 3, 2017; the respondent acknowledged her availability for May 3rd requesting the hearing be scheduled in the morning rather than the afternoon, and she confirmed her email address for service of a new notice of attendance. The applicant was contacted and also agreed to the rescheduled hearing date.

The hearing was re-scheduled for May 3, 2017, in Yellowknife, Northwest Territories. CW appeared representing the applicant. AB was served notice of the hearing as agreed by email deemed received April 29, 2017. 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 commencing March 7, 2017. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The applicant's representative testified and provided evidence that although the respondent successfully paid the rent for March and the security deposit upon taking occupancy of the rental premises, the rent for April was not paid until April 28th and the rent for May remains outstanding. Section 4 of the tenancy agreement specifies the rent is due on the first of each month.

I am satisfied the respondent has failed to pay her rent on time and has accumulated rental arrears in the amount of \$1,400.

Occupants

The applicant's representative testified that when the respondent entered into the tenancy agreement she indicated to him that it would only be herself and her baby living in the rental premises. Section 9 of the tenancy agreement specifies a maximum of three persons are permitted to live in the rental premises. The applicant's representative has personally observed at least four persons living in the rental premises: the respondent, two school-aged children, and a male person who appears to be the respondent's partner.

I am satisfied the respondent has more than three persons living in the rental premises and I find the respondent has failed to comply with her obligation to restrict the number of occupants residing in the rental premises.

Disturbances

The applicant's representative testified and provided evidence establishing repeated and unreasonable disturbances occurring throughout the respondent's short tenancy. Prior to the respondent moving into the rental premises, no issues were reported within the residential complex. Since the respondent moved into the rental premises multiple complaints have been received from tenants in the residential complex of loud music, parties, and yelling coming from the respondent's rental premises. Heavy walking in boots within the rental premises has also been complained of. Verbal threats have been levied by the respondent's partner towards other tenants. The respondent's partner also violently assaulted one of the other tenants, which resulted in RCMP attendance and investigation; the applicant's representative believes charges are pending, and was aware of a restraining order prohibiting the respondent's partner from attending the rental premises for a brief, and now expired, period of time. Although no further violence has occurred since the assault, the disturbances from loud music, partying, uttering threats, and walking loudly in boots have continued. The applicant's representative confirmed that multiple warnings have been issued to the respondent regarding the complaints, to no apparent avail.

I am satisfied that the respondent is responsible for the disturbances complained of, and I am satisfied that the unrepentant and ongoing nature of the disturbances constitutes a substantial breach of the respondent's obligations. 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

In consideration of the substantial disturbances occurring throughout the respondent's tenancy, and the unlikelihood of seeing any improvement in the occupants' behaviour, I am satisfied that 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 \$1,400; requiring the respondent to comply with her obligation not to permit more than three persons to reside in the rental premises; terminating the tenancy agreement May 31, 2017; evicting the respondent from the rental premises June 1, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$46.03 for each day she remains in the rental premises after May 31, 2017.

Adelle Guigon
Rental Officer