

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

GS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 29, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: March 29, 2017

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against GS as the respondent/tenant was filed by the Rental Office January 4, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served the filed application on the respondent January 5, 2017, and personally served an addendum to the application on the respondent March 14, 2017.

The applicant alleged the respondent had repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex, had repeatedly failed to pay the rent when due, and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, not to cause further disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 29, 2017, in Yellowknife, Northwest Territories. AB appeared representing the applicant. GS was served notice of the hearing by registered mail signed for March 13, 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 for subsidized public housing commencing July 15, 2015. 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 that the respondent had accumulated rental arrears, but failed to have a lease balance statement prepared for the hearing. She confirmed that she could provide the lease balance statement in support of her claim, and she was provided with the opportunity to do so after the hearing.

The lease balance statement was provided by email on March 31, 2017, at which time the applicant's representative confirmed personally serving the document on the respondent. The respondent did not reply to the lease balance statement. The lease balance statement represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized based on reported household income and are currently assessed at \$80 per month. The last three payments of \$80 each were received against the rent account on: February 3, 2017; January 1, 2017; and November 28, 2016.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account (as of March 31, 2017) and I find the respondent has accumulated rental arrears in the amount of \$171.62.

Tenancy damages

The applicant's representative testified that there were three charges applied against the respondent's account: one for changing the lock to the rental premises and providing a new FOB (electronic key) for the residential complex amounting to \$176.14 on December 14, 2016; one for changing the lock to the rental premises, providing a new FOB for the residential complex, and providing a new mailbox key amounting to \$205.01 on February 22, 2017; and one for an after-hours call-out on February 27, 2017, when the respondent locked herself out of the rental premises amounting to \$173.25. The applicant failed to have the supporting work orders and invoices available at hearing, but was provided with opportunity after the hearing to provide those documents.

Three tenant adjustment forms and invoices were provided by the applicant's representative by email on March 31, 2017, at which time the applicant's representative confirmed personally serving the documents on the respondent. The respondent did not reply to the charges. No payments have been received by the applicant against these charges.

I am satisfied that the tenant adjustment forms and invoices reflect charges associated with key and FOB replacements, lock changes, and a call-out made necessary due to the tenant's negligent actions of losing and forgetting her keys. I find the respondent liable to the applicant for costs associated with the replacements, changes, and call-out in the total amount of \$554.40.

Additional occupants

The applicant's representative testified to being personally aware of unauthorized persons staying in the rental premises with the respondent. The respondent has confirmed in direct conversation with the applicant's representative that her son stays there when the respondent is not there. The applicant's representative attended the premises in January 2017 in response to being notified that the electricity would be cut off; the respondent was not present, but the occupants who answered the door accepted responsibility for the electricity bill stating they would pay it.

Section 5 of the tenancy agreement specifies that "all people other than the tenant who may occupy the premises shall be listed on Schedule B" and that "no additional persons may reside in the premises without the prior written consent of the landlord." Schedule B of the tenancy agreement lists only one additional occupant to the rental premises, whom the applicant's representative indicated is not the respondent's son. It is unclear whether or not that one authorized additional occupant still resides with the respondent at the rental premises.

I am satisfied based on the applicant's representative's testimony that the respondent has failed to comply with her obligation to obtain prior written permission for additional occupants to reside with her at the rental premises.

Disturbances

The applicant's representative testified and provided evidence of disturbances occurring from the respondent's rental premises. Twenty-four complaints of disturbances were received between April 2015 and December 2016 against the respondent. The disturbances consisted of yelling, screaming, fighting, dancing, loud music, partying, loud banging, running, and arguing. The complaints were documented both by neighbours in the residential complex and by security personnel. Since filing of the application to a rental officer there has only been one disturbance documented by security personnel: on February 16, 2017, the security officer on patrol heard fighting in the rental premises and knocked on the door to assist with stopping the fight; when he was unable to stop the fight he called the police, who attended right away.

I am satisfied the respondent is responsible for the disturbances which were caused at the rental premises. I am also satisfied that the frequency and nature of the disturbances were repeated and unreasonable.

Termination of the tenancy agreement and eviction

In consideration primarily of the respondent's repeated and unreasonable disturbance of others' enjoyment and possession of the rental premises and residential complex, as well as in consideration of the respondent's repeated failure to pay her rent when due, I am satisfied termination of the tenancy agreement and eviction are justified. However, in an effort to offer the respondent an opportunity to resolve the stated issues, it was agreed at hearing that a conditional termination and eviction order would be appropriate. A termination date of June 30, 2017, and eviction date of July 1, 2017, were proposed, conditional on the respondent paying the rental arrears in full, paying her rent on time, and causing no further disturbances. However, in light of the extensive delay in producing this order and reasons, I will extend the termination and eviction dates to July 31, 2017, and August 1, 2017, respectively.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$171.62; requiring the respondent to pay her future rent on time; requiring the respondent to comply with her obligation not to cause disturbances and not to breach that obligation again; requiring the respondent to comply with her obligation not to permit unauthorized occupants to reside in the rental premises; requiring the respondent to pay costs associated with key replacements, lock changes, and call-outs in the total amount of \$554.40; terminating the tenancy agreement July 31, 2017, unless the rental arrears are paid in full, the monthly rents are paid on time, and no further complaints of verified disturbances are received by the applicant; and evicting the respondent from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer