

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

AM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 29, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AB, representing the applicant AM, respondent KB, on behalf of the respondent
<u>Date of Decision:</u>	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 AM 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 filed application was personally served on the respondent January 5, 2017.

The applicant alleged the respondent had permitted unauthorized persons to reside with him and that disturbances had been caused. An order was sought for the respondent to comply with his obligation not to permit unauthorized persons to reside with him and to comply with his obligation not to cause disturbances.

A hearing was scheduled for March 29, 2017, in Yellowknife, Northwest Territories. AB appeared representing the applicant. AM appeared as respondent with KB appearing on his behalf.

Tenancy agreement

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

Unauthorized occupants and disturbances

The applicant alleged the respondent had permitted someone to reside with him without obtaining prior written authorization from the landlord as required under section 5 of the written tenancy agreement.

Shortly after midnight on December 15, 2016, the applicant's security personnel patrolled the residential complex and came upon three people loitering on the property who claimed to be staying in the rental premises but locked themselves out. Two ladders were located nearby, one laying on the ground and the other leaned up against the building beneath one of the window for the rental premises. The security personnel learned from neighbours that the three individuals had tried to kick the front door of the residential complex in and then stolen the ladders from the neighbour's property to attempt entry to the rental premises through the window. The three individuals started to run away, but returned upon request of the security officer. Two of the applicant's staff were contacted, one of whom attended with the police. The staff confirmed that none of the three parties was either a tenant to the tenancy agreement or authorized to reside in the rental premises, and told them they could not stay. The male party – who had been granted access to the rental premises in the interim – forfeited the keys to the rental premises and residential complex, obtained his personal belongings, and left the premises, followed by the other two female parties.

The respondent admitted that he permitted his nephew to stay in the rental premises while he was away, and acknowledged that he did not notify the landlord or obtain authorization. The respondent pointed out that both permitting someone to stay in his apartment and the disturbances caused were one-time incidents. He accepted responsibility for the breaches and understood his obligations going forward, in particular with respect to permitting others to reside with him, even if temporarily.

Section 43(2) of the Act deems disturbances caused by persons permitted into the residential complex or rental premises by the tenant as disturbances caused by the tenant. I am satisfied the respondent's nephew was permitted to reside in the rental premises by the respondent without the prior written authorization of the applicant, and that the nephew caused the above described disturbances. I find the respondent has failed to comply with his obligation to seek the prior written consent of the applicant for additional occupants to reside in the rental premises, and I find the respondent responsible for the disturbances caused by his nephew.

Order

An order will issue: requiring the respondent to comply with his obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex; and requiring the respondent to comply with his obligation to obtain the prior written consent of the applicant for additional persons to reside in the rental premises.

Adelle Guigon
Rental Officer