

IN THE MATTER between **NPRLP**, Applicant, and **LM and BM**, Respondents.

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:

NPRLP

Applicant/Landlord

-and-

LM and BM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 8, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant CDL, representing the applicant FY, representing the applicant
<u>Date of Decision:</u>	June 8, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against LM and BM as the respondents/tenants was filed by the Rental Office March 9, 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 respondents by email deemed received May 7, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). The applicant filed an addendum to the application on May 19, 2017, which was served on the respondents by email deemed received May 22, 2017, pursuant to section 4(4) of the Regulations.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had repeatedly caused disturbances. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 8, 2017, in Yellowknife, Northwest Territories. BL, CDL, and FY appeared representing the applicant. LM and BM were served notice of the hearing by email deemed received May 22, 2017, pursuant to section 4(4) of the Regulations. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence of a residential tenancy agreement between the parties commencing December 22, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The resident ledger entered into evidence represents the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondents' rent account. The current rent was established at \$1,365 per month due the first of each month. The late payment penalties were calculated in accordance with the Act and Regulations. The last four payments received against the respondents' rent account were recorded: May 5, 2017, in the amount of \$1,500; March 6, 2017, in the amount of \$1,800; February 21, 2017, in the amount of \$500; and December 7, 2016, in the amount of \$1,625.

I am satisfied the resident ledger accurately reflects the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of their rent when due and have accumulated rental arrears in the amount of \$6,477.

Disturbances

The applicant's representative testified and provided evidence of a repeated pattern of disturbances caused by the respondents and/or their guests. Eleven complaints were received between November 2016 and June 2017 referencing disturbances originating from the respondents' rental premises in the nature of yelling, screaming, partying, fighting, littering from the balcony, and loud music. Security personnel have responded to the complaints and personally observed the disturbances, directly asking the respondents to stop and obtaining assistance from the RCMP when necessary. The applicant served written notices on the respondents – January 18, 2017, and May 4, 2017 – informing them of the complaints, requesting their compliance with their obligation not to cause disturbances and warning them of the legal consequences should they fail to do so.

On May 9, 2017, the applicant issued a 10-day notice of early termination to the respondents pursuant to section 54(1)(a) due to the respondents' repeated and unreasonable disturbances. The termination date was set for May 19, 2017. The respondents did not vacate the rental premises, and three more complaints of disturbances were received.

I am satisfied the complaints and security reports submitted into evidence clearly reference the disturbances which occurred as originating from the respondents and their guests, and that the disturbances occurred from within the rental premises and residential complex. I find the respondents have repeatedly and unreasonably disturbed other tenants' enjoyment and possession of the rental premises and residential complex.

Termination of the tenancy agreement and eviction

In consideration both of the respondents' repeated failure to pay their rent, the substantial amount of rental arrears, and the repeated and unreasonable disturbances, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$6,477; terminating the tenancy agreement June 30, 2017; evicting the respondents July 1, 2017; and requiring the respondents to pay compensation for use and occupation at a rate of \$44.88 for each day they remain in the rental premises after June 30, 2017.

Adelle Guigon
Rental Officer