

IN THE MATTER between **YKDPM**, Applicant, and **JA**, 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-

**JA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 12, 2017

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

**Appearances at Hearing:** CW, representing the applicant  
JA, respondent

**Date of Decision:** July 12, 2017

**REASONS FOR DECISION**

An application to a rental officer made by YKDPM as the applicant/landlord against JA 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 filed application was personally served on the respondent April 12, 2017.

The applicant alleged the respondent had failed to pay her rent and had repeatedly and unreasonably caused disturbances in the rental premises and residential complex. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 12, 2017, in Yellowknife, Northwest Territories. CW appeared representing the applicant. JA appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing October 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The applicant's representative withdrew the request for an order to pay rental arrears as the respondent has resolved the accumulated rental arrears balance.

*Disturbances*

The applicant's representative testified and provided evidence of several complaints of disturbances in the residential complex originating from the respondent and persons permitted in the residential complex by the respondent. Details of the disturbances from prior to January 2017, were not provided, but seven written complaints received between March 31 and July 12, 2017 were provided by the applicant's representative. The nature of the disturbances were

described as including constant noise, partying, loud music, fighting, intoxication, yelling, pounding on doors and windows, and incidents requiring RCMP attendance. The applicant's representative acknowledged that he had verbally notified the respondent of only one or two of the complaints. The respondent has never been formally notified in writing of the complaints or requested to comply with her obligation not to cause disturbances.

At this hearing is the first instance that the respondent was informed of the degree of complaints received by the applicant. She had received the filed application, which did state one reason for the application as "Excessive noise / partying / violence", but the application did not include any supporting evidence of the complaints.

The respondent did not dispute the disturbances complained of as originating from herself or persons she has permitted in the rental premises and residential complex. She admitted to suffering from alcoholism which she has made significant personal efforts to overcome, including to the point of regaining custody of her son. The respondent identified being taken advantage of by former friends who do not support her efforts to remain sober. The respondent also testified that she is the victim of domestic abuse by her ex-partner, who still resides with her despite her efforts to remove him from the premises. The respondent explained that most of the disturbances originated from fights with her ex-partner and did include instances where either or both parties were under the influence of alcohol.

The respondent understood the seriousness of the allegations and the risk to herself and her son of losing their home should she fail to resolve matters. The respondent was encouraged to take active steps to remove herself from her former friends' sphere of influence and to protect herself from further domestic abuse, to which she responded positively with an intent to do. The respondent also asked the applicant's representative if she could have the locks to her rental premises changed again in an effort to secure it against the respondent's ex-partner. The applicant's representative was expressed a willingness to do this.

I find the respondent has repeatedly failed to comply with her obligation not to cause disturbances and not to permit her guests to cause disturbances.

*Termination of the tenancy agreement and eviction*

In light of the repeated disturbances for which the respondent is responsible, and the serious nature of the disturbances, I am satisfied that termination of the tenancy and eviction are justified. However, in consideration that the respondent has not effectively been given fair warning of the complaints received and the consequences she could face if the disturbances don't stop in order to take adequate steps to attempt to resolve the issues instigating the disturbances, and in consideration of the respondent's commitment to take active steps to remove the instigating factors from her life, the termination of the tenancy agreement and eviction will be conditional on no further complaints of disturbances being received by the applicant between now and the end of October 2017.

*Orders*

An order will issue:

- requiring the respondent to comply with her obligation not to cause disturbances in the rental premises or residential complex or permit disturbances to be caused by any persons permitted in the rental premises or residential complex by the respondent, and requiring the respondent not to breach that obligation again;
- terminating the tenancy agreement October 31, 2017, unless no further complaints of disturbances are received by the landlord; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer