

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

SA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 11, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant
SA, respondent

Date of Decision: May 11, 2017

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against SA as the respondent/tenant was filed by the Rental Office March 19, 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 March 27, 2017.

The applicant alleged the respondent had been verbally abusive to maintenance staff and sought an order requiring the respondent to comply with her obligation not to disturb the landlord's enjoyment or possession of the rental premises or residential complex.

A hearing was scheduled for May 11, 2017, in Yellowknife. AB appeared representing the applicant. SA appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. The respondent was transferred to the current rental premises on February 20, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbance

When the respondent moved into the current rental premises on February 20, 2017, items requiring maintenance were identified during the entry inspection. the respondent gave maintenance staff permission in advance to enter the premises to complete the work and a work order was generated.

On February 22, 2017, at 9:15 a.m. maintenance personnel attended the premises to repair or replace broken or missing electrical cover plates. The worker knocked on the door several times before entering the premises and loudly announcing his presence. An relative of the respondent who was in the premises approached and once the worker explained his reasons for entering she permitted him to proceed with the work he came to do. The relative accompanied the worker at his request to ensure he didn't inadvertently startle anyone who might be sleeping upstairs. While replacing one of the cover plates, the respondent began cursing at the worker, accusing him of failing to shovel the snow from the front of the premises. After the worker consulted with his supervisor regarding the shovelling and returned to the work he was assigned, the respondent continued to verbally harass and abuse the worker, complaining that the necessary work to the premises should have been completed before she moved in. When the worker calmly advised her he was simply there to help her and to complete his assigned tasks, she swore at him, stating that she didn't need his help and to get out of the premises. The worker informed the respondent of the applicant's policy of zero tolerance for abuse towards workers and that he would report her behaviour to his supervisors, and left the premises. As he was leaving, the relative who witnessed the altercation apologized to the worker for the respondent's behaviour.

The respondent at hearing apologized for her behaviour, admitting t having been startled when she discovered the worker standing in one of the bedroom doorways. She had expected the identified work to be completed February 21st rather than February 22nd. The respondent stated that she has had no previous behavioural issues, and no further issues have arisen since this one. The applicant's representative confirmed that the respondent does not have a negative historical pattern of behaviour on record, and no further incidents have arisen since the incident on February 22nd.

There is no dispute that the incident of abusive behaviour towards the worker occurred on February 22, 2017. As a result, I find the respondent has failed to comply with their obligation not to disturb the landlord's enjoyment or possession of the rental premises.

Rental arrears

At hearing the applicant's representative claimed to have forwarded an addendum to the application requesting payment of rental arrears and payment of future rent on time. The Rental Office did not receive any such addendum to the file.

The applicant's representative testified that the respondent has been periodically late paying her rent, but has since paid it in full so that there are no rental arrears and is seeking at this time only an order for future rent to be paid on time. The respondent acknowledged that she has been late before paying her rent and has remedied previous rental arrears quickly, and she expressed her intention to pay her rent on time going forward. The respondent had no concern with an order to pay future rent on time being included with the order to comply with her obligation not to cause disturbances.

The parties being in agreement on this issue, I am satisfied the respondent has failed to pay the full amount of her rent when due.

Orders

An order will issue requiring the respondent to pay her future rent on time and to comply with her obligation not to disturb the landlord's enjoyment or possession of the rental premises or residential complex.

Adelle Guigon
Rental Officer