

IN THE MATTER between **NTHC**, Applicant, and **DC and ES**, 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:

NTHC

Applicant/Landlord

-and-

DC and ES

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 30, 2017
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the applicant
<u>Date of Decision:</u>	August 30, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against DC and ES as the respondents/tenants was filed by the Rental Office June 9, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondents July 12, 2017.

The applicant alleged the respondents had repeatedly and unreasonably caused disturbances, had failed to comply with a rental officer order not to cause further disturbances, and had failed to pay for costs of repairs and cleaning. An order was sought for payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 30, 2017, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. DC and ES were sent notice of the hearing by registered mail deemed served August 15, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of 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 January 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15256 dated December 1, 2016, ordered the respondents to comply with their obligation not to cause disturbances and ordered the respondents not to breach that obligation again.

Repairs and cleaning

When the tenancy agreement began the respondents were assigned to a 2-bedroom premises. In January 2017 the respondents were transferred to a 3-bedroom premises.

The applicant's representative testified that an inspection of the 2-bedroom premises was completed which identified a damaged window screen, writing and marks on the walls, garbage and debris that had been left behind, and that the premises had not been ordinarily cleaned. The costs evidenced to effect the necessary repairs and cleaning totalled \$837.76. Three payments were received against those costs: \$20 on April 20, 2017; \$60 on June 2, 2017; and \$100 on August 24, 2017.

I am satisfied that the respondents are responsible for the claimed damages and uncleanliness of the 2-bedroom premises. I find the respondents liable to the applicant for the remaining costs of repairs and cleaning in the amount of \$657.76.

Disturbances

The applicant's representative testified and provided evidence of disturbances caused by the respondents and/or their guests since moving into the 3-bedroom premises. The nature of the disturbances primarily included loud noises, music, partying, and fighting, both inside and outside the premises. Complaints were received on the following dates:

- January 13, 2017 - extremely loud music at 9:00 p.m.
- January 15, 2017 - extremely loud music at 3:00 a.m. - RCMP attended
- May 20 to 22, 2017 - partying , yelling, violence, noise - all weekend, all hours - CPS and RCMP attended
- May 31 and June 1, 2017 - loud noises between 1:00 a.m. and 3:00 a.m.
- June 3 to 4, 2017 - loud noise, partying, and fighting - all weekend, all hours - RCMP attended
- June 13, 2017 - extremely loud music, yelling, swearing at 1:30 a.m.- RCMP attended
- July 7 to 8, 2017 - partying, noise, fighting - all evening/morning - RCMP attended
- July 24, 2017 - RCMP notified landlord of their attendance at the rental premises on a daily basis over the last two weeks in response to complaints of disturbances

The applicant's representative has repeatedly notified the respondents of the complaints as received and warned them of the consequences should they fail to comply with their obligation not to cause disturbances. The warnings appear to have gone unheeded with the disturbances escalating in frequency.

I am satisfied that the respondents have repeatedly and unreasonably caused disturbances. I find the respondents have repeatedly failed to comply with their obligation not to cause disturbances. I find the respondents have repeatedly failed to comply with a rental officer order to comply with their obligation not to cause disturbances and not to breach that obligation again.

Termination of the tenancy agreement and eviction

In consideration of the respondents' repeated and escalating pattern of behaviour causing disturbances, and their failure to comply with a rental officer order regarding disturbances, and the unsuccessful warnings provided to the respondents to resolve the issue, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the respondents to pay for costs of repairs and cleaning in the amount of \$657.76;
- terminating the tenancy agreement September 30, 2017;
- evicting the respondents from the rental premises October 1, 2017; and
- requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day the respondents remain in the rental premises after September 30, 2017.

Adelle Guigon
Rental Officer