

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

**PAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 30, 2017

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

**Appearances at Hearing:** AB, representing the applicant  
PAK, respondent

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

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against PAK as the respondent/tenant 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 Yellowknife, Northwest Territories. The filed application was personally served on the respondent June 16, 2017.

The applicant alleged the respondent had repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex, and the respondent had caused damages to the rental premises. An order was sought for payment of costs of repairs, compliance with the obligation not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 30, 2017, in Yellowknife. AB appeared representing the applicant. PAK appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing February 25, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rent has been subsidized and is currently assessed at \$80 per month. The last two payments received against the rent account were recorded June 8, 2017, in the amount of \$500 and March 21, 2017, in the amount of \$350. The respondent did not dispute the accuracy of the landlord's accounting.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of her rent when due. The most recent payment of \$500 resolved the rental arrears balance, resulting in a credit of \$160.43.

### *Damages*

#### Plumbing

The parties agreed and evidence was presented establishing damages to the rental premises caused by a freeze-up of the plumbing system in December 2016 for which the respondent is responsible. The costs of repairing the freeze-up damages amounted to \$923.32. The respondent did not dispute this claim, accepting responsibility for the damages and the related costs to repair.

I am satisfied the plumbing system did freeze in December 2016 causing damages for which the respondent is responsible. I find the respondent liable to the applicant for the costs of repairing the plumbing system in the amount of \$923.32.

#### Lock change and window repairs

The parties agreed and evidence was presented establishing the requirement to change the locks to the rental premises as a result of the respondent losing her keys. The respondent accepted responsibility for the lock change and related costs.

The parties agreed and evidence was presented establishing that the kitchen window had been broken twice. The window was first broken on or about April 5, 2017, at which time a piece of plywood was secured over the window frame until the replacement window arrived. The window frame itself was deemed undamaged, and on May 3, 2017, the window pane alone was replaced. Less than 10 days later, the same kitchen window was again broken. The window frame was deemed undamaged, and on May 23, 2017, the window pane alone was again replaced.

The work orders and tenant adjustment forms set out the charges which were applied against the respondent's account to repair the damages. However, the applicant inadvertently charged GST twice for both window panes. The corrected accounting is as follows:

Lock change and plywood installation	\$240.46
May 3 <sup>rd</sup> window pane replacement	\$370.00
May 23 <sup>rd</sup> window pane replacement	\$370.00
Sub-total	\$980.46
10% Admin Fee	\$98.05
5% GST	\$53.93
Total	<u>\$1,132.44</u>

I am satisfied the respondent is responsible for the lock change and for the two damaged windows. I find the respondent liable to the applicant for the costs of replacing the lock and repairing the windows in the total amount of \$1,132.44.

#### Total Damages

The total amount for which the respondent is liable for the costs of repairs is \$2,055.76. The rent credit of \$160.43 previously mentioned will be accounted for against the costs of repairs.

#### *Disturbances, termination of the tenancy agreement, and eviction*

The applicant's representative testified and provided evidence of repeated disturbances caused by the respondent and persons she has permitted into the rental premises and residential complex. The nature of the disturbances involved public intoxication, yelling, arguing, and uttering profanities. The respondent did not dispute any of these allegations, attributing much of the behaviour to drinking alcohol in response to a personal family tragedy, and blaming another occupant of her rental premises for causing disturbances and aggravating the relationship with herself and her son. The respondent testified that repeated requests for the other occupant to move out have been ignored by him.

The applicant's representative confirmed that the respondent's behaviour has improved in recent weeks and that the most recent disturbances have in fact been caused by the other occupant. The respondent has reminded the other occupant and her son that their behaviour also affects whether or not her tenancy is permitted to continue. The other occupant still has refused to vacate the premises.

The parties had spoken prior to the hearing and mutually agreed that a conditional termination and eviction order would be appropriate, dependent on no further disturbances occurring. Their hope is that the respondent can reinforce the importance of behaving appropriately to both the other occupant and her son, and the serious risk they all face of losing the premises.

I am satisfied the claimed disturbances have occurred and that the respondent and other occupants of the rental premises are the source of the disturbances. I am satisfied that the disturbances have interrupted the quiet enjoyment of the rental premises and residential complex for other tenants in the residential complex as well as the landlord. I find the respondent has failed to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex. I am satisfied the parties proposal for conditional termination of the tenancy agreement and eviction is both justified and reasonable.

### *Orders*

An order will issue:

- requiring the respondent to pay her rent on time in the future;
- requiring the respondent to pay costs of repairs in the amount of \$1,895.33;
- requiring the respondent to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and not to breach that obligation again;

- terminating the tenancy agreement November 30, 2017, unless no further complaints of verified disturbances caused by the respondent or the respondent's guests are received by the applicant; and
- evicting the respondent from the rental premises December 1, 2017, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Rental Officer