

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

**DD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 16, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AB, representing the applicant DD, respondent BD, supporting the respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 16, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against DD as the respondent/tenant was filed by the Rental Office June 13, 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 July 4, 2017.

The applicant alleged the respondent had repeatedly caused disturbances, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 16, 2017, in Yellowknife. AB appeared representing the applicant. DD appeared as respondent with BD appearing to support the 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. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears and damages*

No evidence was provided as part of the application package supporting the applicant's claim for rental arrears or damages. At hearing, the applicant's representative did provide a statement of account. That statement indicated no rental arrears, but did include charges for damages recorded October 5, 2017 and July 14, 2017. No evidence of the claimed damages themselves was entered into evidence. The applicant's representative withdrew the applicant's requests for an order for payment of rental arrears and payment of costs of repairs given the lack of evidence.

### *Disturbances*

The applicant's representative testified that multiple verbal complaints have been received since at least May 2017 regarding disturbances originating from the respondent's premises. The applicant gave the respondent only one written warning notice dated May 23, 2017, regarding disturbances. Subsequent warnings were given verbally. The nature of the disturbances appear to include loud banging, noises, fighting between 11:00 p.m. and 7:00 a.m., with RCMP occasionally being called to attend.

The respondent did not dispute that there have been disturbances originating from her premises. She testified that the disturbances were being caused by her son who was living with her for a time, and his friends. The respondent has tried asking them to leave, but they do not listen to her. She has stopped letting her son's friends into the house. The respondent's son is currently in Fort Good Hope. The respondent is remorseful for the disturbances that have been caused, and appears to be doing her best to curb the problem. She accepted responsibility as the tenant for her son's and her son's friends' actions when they have been at her premises.

While I am satisfied that disturbances have occurred over the spring and summer months originating from the respondent's premises, I am not satisfied termination of the tenancy agreement and eviction are justified at this time. I accept the respondent's expressed intention to discourage her son from returning to live with her. I am satisfied the respondent understands the potential consequences should disturbances start occurring again. I find the respondent has failed to comply with her obligation not to cause disturbances and not to permit disturbances to be caused by persons permitted in the premises.

### *Order*

An order will issue requiring the respondent to comply with her obligation not to disturb, and not to permit persons she permits in the rental premises to disturb, the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, and requiring the respondent not to breach that obligation again.

---

Adelle Guigon  
Rental Officer