

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

NB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 13, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the applicant NB, respondent TC, witness for the respondent
<u>Date of Decision:</u>	September 13, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against NB as the respondent/tenant was filed by the Rental Office June 30, 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 respondent July 12, 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. An order was sought for the respondent to comply with her obligation not to cause disturbances, for the respondent not to breach that obligation again, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for September 13, 2017, by three-way teleconference. AS appeared representing the applicant. NB appeared as respondent, with TC appearing as a witness for the respondent.

Tenancy agreement

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

Disturbances

The parties agreed that disturbances described as playing loud music, screaming/yelling, fighting, and knocking on other apartment doors had occurred during the tenancy for which the respondent accepts responsibility. To elaborate, there were two reported incidents in July 2014, one reported incident in December 2014, two reported incidents in June 2017, and two

reported incidents in July 2017. The respondent acknowledged, and the applicant was aware, that the disturbances occurred during periods when the respondent was together with her former partner and that he was the primary instigator of the disturbances. There have been no disturbances since their latest break-up a couple of months ago.

One disturbance reported of in August 2017 did involve the respondent, but was explained as an altercation between two other parties in the building parking lot regarding an alleged attempt to steal the respondent's car tires. This seems to me to be unrelated to the other disturbances which ceased occurring starting in July 2017.

I am satisfied the respondent has in the past been responsible for disturbing the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex, and I do find her in breach of her obligation not to cause disturbances. However, I am not satisfied termination of the tenancy agreement and eviction are justified in the circumstances.

Orders

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

Adelle Guigon
Rental Officer