

IN THE MATTER between **HRMHPL**, Applicant, and **JH**, 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:

HRMHPL

Applicant/Landlord

-and-

JH

Respondent/Tenant

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | October 19, 2017 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | CB, representing the applicant JH, respondent MML, Court Worker, representing the respondent VH, witness for the respondent |
| <u>Date of Decision:</u> | October 19, 2017 |

REASONS FOR DECISION

An application to a rental officer made by HRMHPL as the applicant/landlord against JH as the respondent/tenant was filed by the Rental Office July 27, 2017. The application was made regarding three residential tenancy agreements for mobile home lots located in Hay River, Northwest Territories. The filed application was served on the respondent by registered mail signed for August 11, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent for all three rental premises, the respondent had accumulated rental arrears, and the respondent had caused disturbances. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 19, 2017, by three-way teleconference. CB appeared representing the applicant. JH appeared as respondent with MML, a court worker, appearing on his behalf. VH appeared as witness for the respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing three residential tenancy agreements for mobile home lots located in Hay River. The tenancy agreement for Lot #1 commenced July 21, 2015. The tenancy agreement for Lot #2 commenced September 15, 2016. The tenancy agreement for Lot #56 commenced September 19, 2016. I am satisfied all three tenancy agreement are in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The parties agreed that the respondent had repeatedly failed to pay rent for all three tenancies and had accumulated rental arrears. Since filing of this application, the respondent had made two payments totalling \$5,000. After some clarification of the distribution of a payment made

in May 2017, the parties agreed that the total balance outstanding to date for all three tenancies amounted to \$4,065.33. The rent for each tenancy was established at \$260 per month. The amount of rental arrears accumulated represents approximately 6 months' rent for all three tenancies.

The respondent further testified that he is in the process of selling the mobile homes located on Lot #1 and Lot #56 from which he intends to apply the proceeds of sales against the accumulated rental arrears.

I find the respondent has repeatedly failed to pay his rent for all three properties in full when due and has accumulated rental arrears for all three properties in the total amount of \$4,065.33.

Disturbances

The applicant's representative testified and provided evidence in support of allegations that the respondent's witness, who is an occupant of one of the rental premises, had disturbed the enjoyment and possession of the rental premises and residential complex for other tenants.

After hearing the testimony of both parties and the witness, and reviewing the documentary evidence on the matter, I am satisfied that both the landlord's and one neighbouring tenant's enjoyment of the residential complex was disturbed by the actions of the respondent's witness for which the respondent is responsible as tenant. However, I also note that many disturbances were caused by the complaining neighbour's actions towards the respondent's witness which also consequently affected the landlord's enjoyment of the residential complex. It appears there was some sort of feud between the two neighbours which resulted in offensive comments and gestures towards each other for which the landlord had issued warnings to both parties. The neighbour in question has since moved out of the trailer park (residential complex) and no further disturbances have been reported by the applicant's other tenants within the residential complex.

Termination of the tenancy agreement and eviction

I am not satisfied that termination of the three tenancy agreements is necessary with respect to the finding that disturbances have occurred. However, I am satisfied termination of the tenancy agreements and eviction are justified in consideration of the respondent's repeated failure to pay his rent in full when due and the substantial amount of rental arrears accumulated. The parties agreed it would not be unreasonable to impose a conditional termination and eviction order given the approach of winter and the prohibition under subsection 54(2) of the Act against terminating a tenancy agreement for rental premises on which a mobile home is situated within the months of December, January, or February. It was agreed that the conditional termination and eviction orders would be dependent on the respondent paying the total rental arrears in full and paying future rent for all three tenancy agreements on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears for all three tenancy agreements in the total amount of \$4,065.33;
- requiring the respondent to pay his rent on time in the future;
- requiring the respondent to comply with his obligation not to disturb, or not to permit persons permitted in the rental premises or residential complex to disturb, the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex;
- terminating all three tenancy agreements March 31, 2018, unless the total rental arrears are paid in full and the rents for November 2017 to March 2018 are paid on time; and
- evicting the respondent from all three rental premises April 1, 2018, if the termination of the tenancy agreements becomes effective.

Adelle Guigon
Rental Officer