

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

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 5, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the applicant
AB, respondent

Date of Decision: December 5, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against AB as the respondent/tenant was filed by the Rental Office September 15, 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 served on the respondent by registered mail signed for September 29, 2017.

The applicant alleged the respondent had accumulated rental arrears, had an outstanding amount of security deposit owing, had caused damages to the rental premises, and had repeatedly caused disturbances. An order was sought for payment of rental arrears, payment of cost for repairs, payment of the outstanding security deposit, compliance with the obligation not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 5, 2017, by three-way teleconference. AS appeared representing the applicant. AB appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The client aged details and statements of account (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. The last payment received against the rent account was recorded September 18, 2017, in the amount of \$80.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. However, the respondent did explain that she was under the impression that Income Support was paying her rent and did not become aware of a problem at Income Support until some time in October. She has taken steps to have matters resolved at Income Support, but until then she is expecting to receive back pay around December 14th from which she will be able to pay her rental arrears in full.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$320.

Security deposit

The rent documents also reflect entries related to the payment of a security deposit. At commencement of the tenancy the respondent was charged a security deposit of \$1,200 against which \$600 was paid on July 10, 2017, and \$300 was paid August 4, 2017. An amount of \$300 remains outstanding.

The respondent did not dispute this claim, acknowledging the debt and accepting responsibility for it. The respondent testified that she did not become aware that there was any security deposit outstanding until some time in October as she was under the impression that Income Support had paid it on her behalf. The respondent expects the anticipated back pay to cover the outstanding security deposit as well as the rental arrears in the event Income Support does not come through.

I am satisfied the landlord's accounting of security deposit arrears is accurate. I find the respondent has failed to pay the full amount of security deposit as required and has accumulated security deposit arrears in the amount of \$300.

Damages

The parties agreed that within approximately two weeks of the start of the respondent's sole tenancy she had lost the keys to the rental premises, necessitating the replacement of the lock at a cost charged to the respondent of \$31. I am satisfied the respondent is responsible for the lock change and I find the respondent liable for the costs of repairs in the amount of \$31.

Disturbances

Between the end of June and early October the applicant received at least 10 complaints of disturbances against the respondent. All the complaints documented noise, partying, intoxication, yelling, screaming, fighting, banging, and stomping coming from the respondent and/or her guests occurring between 11:00 p.m. and 6:00 a.m. The applicant notified the respondent of each reported occurrence.

The respondent disputed that she or her guests were being excessively noisy or that any parties were occurring. She claimed that when she had guests over they would just sit and talk. She also claimed that any stomping in the early mornings was simply her getting up to use the washroom. The respondent felt her enjoyment of the premises was compromised because she cannot just live her life without worrying about how much noise she's making. The respondent attributed the complaints to one neighbour and the caretaker, both of whom she claims don't want her in the building. The respondent acknowledged she has a drinking problem and that she has been seeking help to resolve it. She has been incarcerated since early October – which is the reason there have been no further complaints of disturbances – and has been taking advantage of in-house alcohol addictions programs and counselling. The respondent expects to be released from custody this week, is hopeful to participate in a detox program, and has plans to move away from the community next Fall.

The applicant's representative testified that before transferring the respondent to the single's complex a long conversation was had with the respondent about the building and other occupants resident there with whom the respondent is known to have personal issues. The single's complex is known to have thin walls and this was discussed with the respondent. The respondent knew moving in she would have to be hyper-aware of her behaviour and volume. The applicant's representative confirmed that the complaints of disturbances were coming from more than one or two people.

While it may be likely that some of the reported disturbances may simply have been caused by moving around in the premises, given the known 'thin walls', I am satisfied that the majority of the reported disturbances were related to excessive and inappropriate noise and yelling, likely attributable to being intoxicated. This behaviour created disturbances preventing other tenants, including the caretaker, from enjoying their rental premises and the residential complex.

Termination of the tenancy agreement and eviction

In consideration of all four issues identified – rental arrears, security deposit arrears, repairs arrears, and repeated disturbances – I am satisfied termination of the tenancy agreement and eviction are justified. However, by agreement with the applicant's representative, a short-term conditional termination and eviction order will be issued dependent on the respondent paying all the arrears owing in full, paying future rent on time, and not causing any further disturbances.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$320;
- requiring the respondent to pay her rent on time in the future;
- requiring the respondent to pay costs of repairs in the amount of \$31;

- requiring the respondent to pay outstanding security deposit in the amount of \$300;
- requiring the respondent to comply with her obligation not to cause disturbances, and not to breach that obligation again;
- terminating the tenancy agreement January 31, 2018, unless the rental arrears are paid in full, the costs of repairs are paid in full, the security deposit is paid in full, the rent for January 2018 is paid on time, and no further verified disturbances are reported to the landlord; and
- evicting the respondent from the rental premises February 1, 2018, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer