

IN THE MATTER between **AB**, Applicant, and **MS**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

AB

Applicant/Landlord

-and-

MS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 31, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: BB, representing the applicant

AB, representing the applicant

MS, respondent

Date of Decision: February 8, 2018

REASONS FOR DECISION

This matter was originally heard on May 11, 2017. On appeal by the respondent and with the consent of both parties, the Court referred the matter back to the tribunal for a new hearing. In an effort to ensure that the hearing was not subjected to any opinion resulting from the previous hearing, the matter was heard by a different rental officer who did not access the transcript of the previous hearing or the previous order or reasons for that decision.

The applicant alleged that the respondent had breached the tenancy agreement by shouting and screaming at staff of the landlord. The applicant referred to an incident on January 13, 2017 which was triggered by a misunderstanding about an assigned parking stall. AB testified that the respondent had contacted her by telephone yelling and screaming and later attended the office exhibiting the same agitated behaviour. BB testified that he was in the office during the incident and confirmed AB's observations. AB also noted that CO was in the office during the incident and referred to his sworn testimony during the previous hearing.

The applicant also referred to another incident on November 10, 2014 involving a transfer from one unit to another. Notes to file were presented in evidence which indicated that the respondent became argumentative with JS and threatened to launch a Human Rights complaint unless she was allocated the unit of her choice. Another noted incident on December 2, 2014 quoted the respondent saying "You know me, if you don't give it to me, I'll kick up a stink and then you'll have to give it to me".

The respondent denied yelling or screaming at any of the staff of the landlord, stating that she usually spoke in a loud voice. She testified that she felt the Application to a Rental Officer was retaliation for previous complaints she had made and that the landlord was trying to evict her. She provided several e-mails between herself and the landlord to demonstrate how she typically interacted with the landlord.

The respondent may believe that she was speaking in a normal voice but at least three others, present at the time, described the voice as disturbing.

In my opinion, the evidence does not support the respondent's allegation that the landlord is trying to evict her due to her complaints. The application does not seek eviction. The application only seeks an end to the respondent's outbursts which are, no doubt, disturbing to the landlord and others (including tenants) who may be occupying the same space. The evidence does suggest that the respondent is easily agitated by simple conflicts and

misunderstandings and in my opinion supports the allegations of the applicant.

It would appear that the issue has been resolved. The respondent has decided to only contact the landlord by email. The applicant stated that the relationship has been civil and devoid of any disturbances since January, 2017.

On the balance of probabilities I find the respondent in breach of her obligation to not disturb other tenant's or the landlord's enjoyment of the rental premises. Notwithstanding the apparent mitigation of this breach, the order requested by the applicant is not unreasonable.

An order shall issue requiring the applicant to comply with her obligation to not disturb the landlord's or other tenant's enjoyment of the rental premises or residential complex and not breach that obligation again.

Hal Logsdon
Rental Officer