

IN THE MATTER between **YKDPM**, Applicant, and **LB**, 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:

YKDPM

Applicant/Landlord

-and-

LB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 6, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CW, representing the applicant
<u>Date of Decision:</u>	December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the applicant/landlord against LB as the respondent/tenant was filed by the Rental Office September 13, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent September 22, 2017.

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

A hearing was scheduled for December 6, 2017, in Yellowknife. CW appeared representing the applicant. LB was personally served notice of the hearing on September 22, 2017. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the applicant as landlord and the respondent and PL as joint tenants commencing March 1, 2017. The tenants vacated the rental premises, ending the tenancy December 3, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The applicant's representative testified and provided evidence establishing that the respondent had repeatedly failed to pay the full amount of his rent when due and had accumulated rental arrears. The rent was established at \$2,200 per month. Because the security deposit covered the amount of rental arrears accumulated as of the date the tenants vacated the rental premises, the applicant's representative withdrew the request for an order for payment of rental arrears.

Disturbances

The applicant's representative testified and provided evidence establishing repeated disturbances caused by the respondent and/or persons permitted in the rental premises and residential complex by the respondent throughout the tenancy. Documented complaints of the disturbances were submitted into evidence occurring between June 4, 2017, and September 11, 2017. The disturbances consisted of screaming, shouting, crying, swearing, public intoxication, fighting, arguing, loud noises, banging, slamming doors, partying. The disturbances were documented to have occurred on a regular basis and often.

I find the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay the rent and the repeated and unreasonable pattern of disturbances, I am satisfied termination of the tenancy agreement and eviction would have been justified had the respondents remained in occupancy of the rental premises. The tenants' departure renders the applicant's request for an order terminating the tenancy agreement and eviction unnecessary.

Orders

Given that the security deposit covers the rental arrears, the applicant has withdrawn their request for payment of rental arrears, and the respondent has vacated the rental premises, no order will issue.

Adelle Guigon
Rental Officer