

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

**EB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 7, 2018

**Place of the Hearing:** Fort Resolution, Northwest Territories

**Appearances at Hearing:** MU, representing the applicant

**Date of Decision:** March 7, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by FRHA on behalf of the NTHC as the applicant/landlord against EB as the respondent/tenant was filed by the Rental Office October 17, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the respondent by registered mail signed for November 20, 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 termination of the tenancy agreement and eviction.

A hearing originally scheduled for January 23, 2018, was adjourned to March 7, 2018. The Rental Officer appeared by telephone. MU appeared representing the applicant. EB was served with notice of the March 7, 2018, hearing by registered mail signed for February 21, 2018. 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 evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Disturbances*

Subsections 43(1) and 43(2) of the Act specify that a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, and that a disturbance caused by a person permitted by a tenant to enter the residential complex or the tenant's rental premises is deemed to be a disturbance caused by the tenant.

Paragraph 12(c) of the written tenancy agreement specifies that the tenant shall conduct himself, and require other occupants and persons who are permitted by the tenant on the premises to conduct themselves, in a manner that will not disturb the landlord's or other tenants' possession or enjoyment of the premises or residential complex.

The applicant's representative testified and provided evidence supporting their allegations that disturbances caused by either the respondent or persons the respondent permitted on the rental premises and residential complex have occurred repeatedly since June 2017. The disturbances consist of loud noises and partying at all hours of the day for days at a time, and dogs barking and being aggressive towards neighbours. The respondent was warned both verbally and in writing of each of the complaints, however, they continue to occur with the most recent complaint received February 12, 2018, after a weekend of partying.

Records of interactions with the respondent suggest the respondent has unsuccessfully attempted to have persons initially invited into the rental premises to leave. However, the responsibility for those persons' actions remains that of the respondent given that the respondent permitted them into the premises in the first place. Additionally, it does not appear that any efforts to correct the disruptive behaviour has had any lasting effect.

The residential complex is a multi-plex occupied by seniors, most of whom are non-drinkers.

I am satisfied the respondent is responsible for the claimed disturbances, and I find that the respondent has repeatedly and unreasonably disturbed the landlord's and other tenant's enjoyment and possession of the rental premises and residential complex.

*Termination of the tenancy agreement and eviction*

Given the repeated and apparent ongoing nature of the disturbances, I am satisfied conditional termination of the tenancy agreement and eviction are justified dependent on no further disturbances verified as caused by the respondent or persons permitted on the premises or complex by the respondent are reported to the applicant.

*Orders*

An order will issue:

- requiring the respondent to comply with his obligation not to cause disturbances and not to breach that obligation again;
- terminating the tenancy agreement May 31, 2018, unless no further disturbances verified as caused by the respondent or persons permitted on the premises or complex by the respondent are reported to the applicant; and
- evicting the respondent from the rental premises June 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer