

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

KM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 30, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the applicant
<u>Date of Decision:</u>	January 30, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against KM as the respondent/tenant was filed by the Rental Office October 24, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent December 7, 2017.

The applicant alleged the respondent had repeatedly disturbed the landlord's and other tenants' enjoyment or possession of the rental premises or residential complex, and the respondent had failed to pay costs for changing the locks to the rental premises. An order was sought for the respondent to comply with her obligation not to cause disturbances and not to breach that obligation again, and for payment of the costs of repairs.

A hearing was scheduled for January 30, 2018, in Hay River. AS appeared representing the applicant. KM was personally served notice of the hearing December 7, 2017. The respondent did not appear at the hearing, nor did anyone appear on her 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 March 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances

The applicant's representative testified and evidence was presented establishing five separate instances of disturbances occurring between July 1 and September 25, 2017. The disturbances consisted of loud banging and noises, arguing, fighting, and partying during the late evening

and early morning hours. The applicant's representative acknowledged the very young age of the respondent, but efforts to communicate the seriousness of the problem when they were occurring did not seem to be successful. However, since filing of the application there have been no other reports of disturbances.

I am satisfied the respondent is responsible for the claimed disturbances. I find the respondent has repeatedly failed to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

Repairs

The applicant's representative testified and evidence was presented indicating that the respondent had lost the keys to her rental premises and requested that the locks be changed. Under the circumstances, the applicant granted the respondent's request and changed the locks at a cost to the respondent of \$31. The respondent to date has not paid those costs.

I am satisfied the respondent lost her keys resulting in the requirement to replace the locks to her rental premises in order to ensure security against unauthorized entry. Given that the locks needed to be changed as a direct result of the respondent's negligent action, I find the respondent liable to the applicant for the costs of replacing the locks in the amount of \$31.

Orders

An order will issue requiring the respondent to comply with her obligation not to cause disturbances and not to breach that obligation again, and requiring the respondent to pay the costs of replacing the locks in the amount of \$31.

Adelle Guigon
Rental Officer