

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

KB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 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>	March 21, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against KB as the respondent/tenant was filed by the Rental Office December 8, 2017. The application was made regarding a 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 January 3, 2018.

The applicant alleged the respondent had repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment or possession of the rental premises or residential complex, and had failed to pay the full amount of the security deposit. An order was sought for the respondent to comply with her obligation not to cause disturbances and not breach that obligation again, payment of the outstanding security deposit, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 21, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. KB was served notice of the hearing by registered mail signed for January 3, 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 August 15, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Security deposit

At the start of the tenancy the respondent was required to pay a security deposit of \$1,200. The respondent paid \$600 on August 15, 2017, \$300 on September 5, 2017, and \$100 on March 13, 2018, leaving a current outstanding balance of \$200. Subsection 14(2) of the Act sets out that the tenant must have the full security deposit paid within three months of the commencement of the tenancy.

I am satisfied the landlord's accounting of the security deposit is accurate. I find the respondent has failed to pay the security deposit in accordance with the Act and has an outstanding balance owing of \$200.

Disturbances, termination of the tenancy agreement, and eviction

The applicant's representative testified and evidence was provided establishing that between October and March 2018 the applicant received multiple complaints from neighbouring tenants of disturbances caused by the respondent and her guests. There were at least six incidents of disturbances reported during this period. The disturbances consisted of all-night loud noises and talking, intoxication, arguing, slamming doors, and yelling. RCMP have been involved in at least one of the reported incidents.

The applicant's representative acknowledged that the respondent has been making efforts over the last few months to improve the incidents of disturbances, and to make better lifestyle choices. However, the applicant has started receiving complaints from tenants who have a high tolerance for disturbances and don't usually complain about anything.

I am satisfied the respondent is responsible for repeated and unreasonable disturbances to other tenants' enjoyment or possession of the rental premises and residential complex. I am satisfied that termination of the tenancy agreement conditional on no further disturbances being reported is justified. By agreement with the applicant's representative, an eviction order will not be issued at this time.

Key replacement and call-out fees

The applicant's representative testified and provided evidence at hearing of two charges claimed against the respondent. The first charge was for \$20 to replace a lost set of keys to the rental premises. The second charge was for \$212 to attend the rental premises after hours to close a window that had been left open in December 2017.

I am satisfied the respondent is responsible for losing the keys and for placing the rental premises at risk of freezing by leaving the window open. I find the respondent liable for the costs of replacing the keys and for the after-hours call-out in the total amount of \$232.

Orders

An order will issue:

- requiring the respondent to pay the outstanding security deposit in the amount of \$200;
- requiring the respondent to comply with her obligation not to cause disturbances, and not to breach that obligation again;
- terminating the tenancy agreement June 30, 2018, unless no further verified reports of disturbances are reported to the applicant; and
- requiring the respondent to pay for costs of repairs totalling \$232.

Adelle Guigon
Rental Officer