

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

**SM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 12, 2018

**Place of the Hearing:** Inuvik, Northwest Territories

**Appearances at Hearing:** DD, representing the applicant  
RV, representing the applicant  
SM, respondent

**Date of Decision:** June 12, 2018

**REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against SM as the respondent/tenant was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the respondent April 23, 2018.

The applicant alleged the respondent had repeatedly and unreasonably caused disturbances, had failed to comply with a last chance agreement respecting disturbances, had failed to vacate the rental premises after termination of the tenancy agreement, and had accumulated overholding rental arrears. An order was sought for payment of overholding rental arrears, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 12, 2018, in Inuvik. The Rental Officer appeared by telephone. DD and RV appeared representing the applicant. SM appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2018. The tenant has in fact continuously occupied the rental premises under several subsidized public housing tenancy agreements with the applicant since at least December 1, 2015. The most recent tenancy agreement was for a fixed-term of 31 days or less from February 1 to 28, 2018.

Subsection 51(4) of the *Residential Tenancies Act* states that where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement, it terminates on the specified date. The applicant notified the respondent in writing on February 21, 2018, that they would not be renewing the tenancy agreement and confirmed that the tenancy would terminate February 28, 2018.

I am satisfied that a valid tenancy agreement was in place between the parties in accordance with the Act, and that the tenancy agreement was terminated February 28, 2018, in accordance with subsection 51(4) of the Act.

*Overholding rental arrears*

When the tenancy agreement ended the respondent was no longer eligible for rent subsidies under the applicant's subsidized public housing program. As such, the maximum monthly rent of \$1,625 was charged against the respondent's rent account for each month the respondent remained in the rental premises after the tenancy agreement was terminated. The respondent remains in occupancy of the rental premises to date, and she testified that she expects to remain in occupancy until July 31, 2018. The respondent continued to make some payments against her rent account since February 28, 2018, totalling \$480.

I am satisfied the respondent is no longer eligible for rent subsidies and that the applicant's actions in charging the maximum monthly rent of \$1,625 for overholding rent for the months of March to June is appropriate. I find the respondent has accumulated overholding rental arrears in the amount of \$6,020.

*Disturbances*

Between December 2015 and June 2018 complaints of disturbances caused by the respondent or persons permitted in the rental premises by the respondent were received by the applicant regarding at least 10 incidents. Two notices to terminate the tenancy agreement due to repeated disturbances were issued to the respondent: the first was dated February 23, 2016, to terminate the tenancy March 31, 2016; the second was dated July 4, 2017, to terminate the tenancy July 31, 2017. Both termination notices were appealed by the respondent to the applicant's local housing organization Board. Both appeals were successful and resulted in the Board rescinding the termination notices on the condition that the respondent enter into a last chance agreement not to cause any further disturbances for at least one year.

The respondent was compliant with the first last chance agreement and did not cause any reported disturbances again until April 2017. The second last chance agreement, entered into on July 31, 2017, was allegedly breached on February 21, 2018, when the respondent disturbed the neighbouring tenants by playing unreasonably loud music at 2:00 a.m. At hearing the respondent disputed this allegation, claiming that she had classes to attend that day and was sleeping at 2:00 a.m.

Since termination of the tenancy agreement two more incidents of disturbances were reported: a loud party on April 7 and 8, 2018, and fighting in the hallway on June 3, 2018. The respondent could not remember what happened April 7-8th, and denies any fighting occurred on June 3<sup>rd</sup>. Neither party provided any direct or independent evidence of whether or not the two incidents occurred as claimed.

Being satisfied that the reported incidents prior to February 2018 did create a disturbance for other tenants in the residential complex for which the respondent accepts responsibility, I believe it more likely than not that the respondent is responsible for the reported incidents occurring April 7-8th and June 3<sup>rd</sup>. Regardless of whether or not the respondent is responsible for the two latest incidents, I find that the respondent has over the course of her tenancy repeatedly disturbed the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

*Eviction and compensation for use and occupation*

In light of the tenancy having been terminated in accordance with the Act and that the respondent remains in overholding occupancy of the rental premises, I am satisfied that eviction of the respondent from the rental premises is justified. By agreement with the applicant's representative, the eviction order will issue for July 31, 2018, given the respondent's stated intention to vacate the rental premises by that date. An order for the respondent to pay compensation for use and occupation of the rental premises will also issue.

*Orders*

An order will issue:

- requiring the respondent to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex;
- requiring the respondent to pay overholding rental arrears in the amount of \$6,020;
- evicting the respondent from the rental premises July 31, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at rate of \$53.43 for each day she remains in the rental premises after June 30, 2018, to a maximum of \$1,625 per month.

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Adelle Guigon  
Rental Officer