

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

CM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 28, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SD, representing the applicant DY, representing the applicant CM, respondent
<u>Date of Decision:</u>	June 28, 2018

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against CM as the respondent/tenant was filed by the Rental Office April 13, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the respondent May 23, 2018.

The applicant alleged the respondent had repeatedly and unreasonably caused disturbances. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for June 28, 2018, by three-way teleconference. SD and DY appeared representing the applicant. CM appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a sole residential tenancy agreement between them for subsidized public housing commencing December 3, 2015. The parties agreed that the respondent has in fact been in continuous occupancy of the rental premises since April 3, 2014, although it was initially under a joint tenancy agreement. I am satisfied a valid sole tenancy agreement with the respondent is in place in accordance with the Act.

Disturbances, termination of the tenancy agreement, and eviction

The parties agreed and evidence was presented establishing a repeated pattern of partying, excessively loud music, indecent behaviour, fighting, harassment, assaults, swearing, and yelling coming from the respondent's rental premises. Since April 2016 there have been no less than 18 complaints of disturbances to date, for which the RCMP attended the rental premises no less than seven times.

The applicant gave the respondent a valid notice to terminate the tenancy effective August 1, 2017, due to the disturbances. That termination notice was rescinded by the applicant when the respondent entered into a last chance agreement on July 7, 2017, agreeing that if another noise complaint was received by the landlord another notice to terminate the tenancy agreement would be issued. No further complaints were received until December 2017.

On March 19, 2018, the parties entered into another last chance agreement that if any further complaints of disturbances were received the tenancy would be terminated. The very next day another complaint was received of partying and excessive noise at the rental premises, followed by at least three additional complaints of continuous partying, excessively loud music, swearing, and yelling. It is of note that no additional complaints of disturbances have been received since May 29, 2018.

The respondent acknowledged the repeated pattern of disturbances and the seriousness of the issue, and accepted responsibility for them. He asked about relocating to detached housing as a means of avoiding disturbing his neighbours, however no such housing is currently available. Nor does such a request address whether or not the disturbing activity will continue. The respondent indicated that he is trying to move forward, that he is expecting to receive custody of his children in mid-July, and that he requires housing to support his children. He made a commitment at hearing both to the applicant, and for his children, to cease the parties and disturbing behaviour.

The applicant's representative agreed to conditional termination and eviction orders dependent on no further complaints of disturbances being received. The applicant's representative also agreed to consider transferring the respondent to another rental premises if the respondent is compliant with an order not to cause further disturbances.

I am satisfied that the respondent is responsible for the identified disturbances and as such I find that he has failed to comply with his obligation not to cause disturbances. In light of the repeated and unreasonable behaviour and resulting failure to comply with two separate last

chance agreements, and by agreement with the applicant's representative, I am satisfied termination of the tenancy agreement and eviction conditional on no further disturbances verified as caused by the respondent or persons permitted on the rental premises by the respondent being reported to the applicant is justified.

Orders

An order will issue:

- requiring the respondent to comply with the obligation not to cause disturbances and not to breach that obligation again;
- terminating the tenancy agreement September 30, 2018, unless no further disturbances verified as caused by the respondent or persons permitted on the rental premises by the respondent are reported to the applicant; and
- evicting the respondent from the rental premises October 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer