

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

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 28, 2018

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the applicant

Date of Decision: June 28, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against AB as the respondent/tenant was filed by the Rental Office April 20, 2018. 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 May 17, 2018.

The applicant alleged the respondent had repeatedly caused disturbances and had failed to comply with a rental officer order to comply with their obligation not to cause disturbances and not to breach that obligation again. An order was sought for termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 28, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. AB was personally served notice of the hearing May 17, 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 June 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15777 issued December 5, 2017: required the respondent to pay rental arrears in the amount of \$320; required the respondent to pay rent on time in the future; required the respondent to pay costs of repairs in the amount of \$31; required the

respondent to comply with her obligation not to cause disturbances and not to breach that obligation again; required the respondent to pay outstanding security deposit in the amount of \$300; terminated the tenancy agreement January 31, 2018, unless the rental arrears were paid in full, the costs of repairs were paid in full, the outstanding security deposit was paid in full, the rent for January 2018 was paid on time, and no further complaints of disturbances were received by the applicant; and evicted the respondent from the rental premises February 1, 2018, if the termination of the tenancy agreement became effective.

Disturbances

On December 19, 2017, the applicant became aware that the respondent had been incarcerated. The respondent was not released from custody until approximately April 5, 2018. Evidence and testimony was presented establishing that disturbances re-commenced from the respondent's rental premises on April 10, 2018, when reports of intoxicated persons and fighting resulting in RCMP attendance were received.

The parties entered into a last chance agreement not to cause any further disturbances on April 12, 2018, which was immediately followed the next day with the applicant receiving multiple complaints from neighbouring tenants of disturbances involving loud noises and heavy traffic coming and going from the respondent's rental premises throughout the night. This was followed by three after-hours call outs to let the respondent into the rental premises on April 14th, 15th, and 20th, and then additional complaints of partying, loud noises, yelling, arguing, and heavy traffic occurring on April 22nd, May 3rd, and May 7th.

The respondent was arrested and being held in custody by June 8th, which was confirmed by the respondent on June 19th when she contacted the applicant. The applicant received confirmation on June 20th that the respondent was prepared to deliver vacant possession of the rental premises and was arranging for her mother to remove her possessions by the end of the month. The respondent's mother also confirmed this intention. Being satisfied that they would receive vacant possession of the rental premises as promised, the applicant's representative withdrew their request for eviction and compensation for use and occupation, seeking only an order to terminate the tenancy agreement due to the repeated pattern of disturbances.

I am satisfied that the respondent is responsible for the claimed disturbances. I find the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex, and has failed to comply with a rental officer order not to cause any further disturbances and not to breach that obligation again. I am further satisfied that termination of the tenancy agreement is justified.

Order

An order will issue terminating the tenancy agreement June 30, 2018.

Adelle Guigon
Rental Officer