

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

**LB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 4, 2018

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

**Appearances at Hearing:** AG, representing the applicant  
LB, respondent

**Date of Decision:** July 4, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of the NTHC as the applicant/landlord against LB 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 Fort Providence, Northwest Territories. The filed application was served on the respondent by registered mail signed for May 10, 2018.

The applicant alleged the respondent had permitted a person to occupy the rental premises without the landlord's consent, and had caused disturbances. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for July 4, 2018, by three-way teleconference. AG appeared representing the applicant. LB appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Unauthorized occupancy*

Paragraph 5 of the written tenancy agreement specifies that no one other than the tenant may reside in the rental premises without the prior written consent of the landlord.

The applicant alleged that the respondent's boyfriend was living with the respondent at the rental premises. This assumption was made based on reports from a neighbouring tenant that the boyfriend was there "24 hours a day", and from observations of one of the applicant's other employees during home visits that the boyfriend's belongings were at there.

The respondent denied that her now-ex-boyfriend was living with her. She testified that they broke up on April 20, 2018, and that while they were together he did sleep over once in a while, but lives with his grandfather. The ex-boyfriend is currently in jail.

Without evidence to establish that the ex-boyfriend was not living with his grandfather, I am not satisfied there is evidence to support the applicant's allegation that the ex-boyfriend was living with the respondent. Tenants must comply with established occupancy standards and rules, but they are permitted to have visitors whenever and as often as they want.

#### *Disturbances*

Although tenants may have visitors whenever and as often as they want, the tenant is responsible for any disturbances or damages caused by any person they permit on the rental premises or residential complex.

The applicant alleged that complaints of disturbances were received on at least two occasions since the respondent moved into the rental premises, both involving the respondent's ex-boyfriend. The applicant's employee was unable to verify one complaint, but the other complaint involved domestic abuse allegations to which the RCMP responded and arrested the ex-boyfriend. The applicant's representative confirmed that there have been no further complaints of disturbances since the ex-boyfriend was arrested.

The respondent denied that any drinking occurred on the one alleged occasion, and in fact denied that there is ever any drinking in the rental premises. The respondent did not dispute the disturbances that occurred from the second incident involving domestic abuse, but did not elaborate on what actually happened. The respondent admitted that she did permit the ex-boyfriend into the rental premises each time he came over, and she accepted responsibility for any disturbances that may have occurred while the ex-boyfriend was there.

I am satisfied that some disturbances occurred for which the respondent is responsible. I find the respondent has 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.

### *Damages*

The applicant alleged that damages had occurred to the rental premises, and photographs taken the day the ex-boyfriend was arrested were submitted into evidence. The claimed damages included: a hole in the entrance door to the rental premises, puncture holes in one wall, two holes through the drywall in one wall, and two holes in the closet door. No entry inspection report was completed when the tenancy began.

The respondent denied responsibility for the damage to the closet door, identifying that as damage that was already there when her tenancy began. The rest of the claimed damages the respondent accepted responsibility for, claiming they had been caused by her ex-boyfriend.

I am satisfied the respondent is responsible for most of the claimed damages to the rental premises.

### *Termination of the tenancy agreement and eviction*

I am not satisfied that the disturbances and damages which have occurred to date establish a repeated pattern of behaviour justifying termination of the tenancy agreement and eviction. The applicant's request for an order to terminate the tenancy agreement and evict the respondent is denied.

### *Orders*

An order will issue:

- prohibiting the respondent from causing further damage to the rental premises; and
- requiring the respondent to comply with the obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

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Adelle Guigon  
Rental Officer