

IN THE MATTER between **YKDPM**, Applicant, and **MM**, 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:

YKDPM

Applicant/Landlord

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 2, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CW, representing the applicant
BB, witness for the applicant

MM, respondent
NW, on behalf of the respondent

Date of Decision: August 2, 2018

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the applicant/landlord against MM as the respondent/tenant was filed by the Rental Office June 18, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent June 27, 2018.

The applicant alleged the respondents had caused damages to the residential complex and had disturbed other tenants' enjoyment or possession of the rental premises or residential complex. An order was sought for compliance with the obligation not to cause damages, compliance with the obligation not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 2, 2018, in Yellowknife. CW appeared representing the applicant, with BB appearing as a witness for the applicant. MM appeared as respondent, with NW appearing on behalf of the respondent.

Tenancy agreement

The parties agreed that a residential tenancy agreement had been entered into between the applicant and respondent commencing approximately four months ago. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The rent was established at \$2,200 per month. Despite not having included in the application a claim for rental arrears, the parties agreed that the rents for July and August have not been paid. The respondent indicated the payment for July has been sent in the mail through Income Support; the applicant's representative indicated they have not yet received that payment.

I am satisfied the respondent has not paid the rents for July and August. I find the respondent has accumulated rental arrears in the amount of \$4,400.

Damages

The applicant's representative effectively withdrew the claim for damages to the residential complex. It was acknowledged by both parties that the referenced damages to the planter walls was caused during the winter during snow removal, and that even if the children were playing with the turned and broken stones they were not the cause of the damages.

Disturbances

The applicant's representative testified to receiving numerous informal complaints of disturbances alleged to have been caused by the respondent or persons permitted on the premises by the respondent. One formal written complaint was entered into evidence regarding disturbances of belligerent intoxication and very loud conversations occurring on July 24 and July 30, 2018. The applicant's witness testified to nearly daily disturbances since the tenancy commenced until a few months ago, and then starting up again nearly on a weekly basis several weeks ago. She described the disturbances generally as partying, and intoxicated persons coming to the residential complex occasionally found sleeping outside on the steps. The witness referenced the discomfort her friend would experienced when visiting, expressing concern for her safety, in particular with regard to an incident where a child carrying a knife was standing near the witness's door. The witness did not see the child or the knife but believes the child was one of the respondent's children. The witness also testified to seeing a frequent guest of the respondent take construction materials belonging to the witness from the property. Both the incident with the knife-carrying child and the theft were reported to the RCMP.

The respondent disputed that she had parties on any regular basis, but did admit to having friends over for a social drink on the weekends. The respondent disputed that her children were causing any disturbances beyond the natural course of playing as children do. The respondent disputed that her child possessed a knife at any time, citing that she does not possess any hunting knives in her home. The parties, including the applicant's witness, agreed

that there are often several children around the residential complex including the respondent's children. The respondent did not dispute that intoxicated persons would often come to her premises, but she denied letting them into the premises or inviting them to the residential complex. She admitted that only occasionally, usually when it was cold out, she might let someone in but they did not cause any disturbances. The respondent made no submissions regarding the theft of materials.

To my mind, the applicant's evidence regarding disturbances was limited by its generality and lack of supporting and detailed documentation. The applicant did not keep a log of oral complaints received, and did not have available any written complaints other than the one mentioned. The witness, while clearly annoyed and frustrated with the goings on at the residential complex, could not confirm whether or not intoxicated persons seen in the common area of the residential complex were in fact permitted there by the respondent, nor did she provided details of specific incidents which could be attributed directly to the respondent.

While I can be satisfied on a balance of probabilities that there have been some incidents involving loud conversations during quiet hours which disturbed neighbouring tenants for which the respondent is responsible (including the two most recently reported incidents), I cannot be satisfied that the respondent is responsible for all the generalized complaints. Nor can I be satisfied that the respondent is responsible for all the intoxicated persons to come to the residential complex, or for the actions of all disturbances caused by several unidentified children.

Having found that there have been some recent disturbances which can be attributed as the respondent's responsibility, an order will issue requiring the respondent to comply with the obligation not to cause disturbances or permit disturbances to be caused by persons the respondent allows to be at the rental premises or residential complex.

Termination of the tenancy agreement and eviction

At hearing the parties discussed the issue of terminating the tenancy agreement and came to a mutual agreement to end the tenancy on September 30, 2018. The respondent agreed that this should give her sufficient time to find more suitable accommodations for her and her family, including her mother.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$4,400;
- requiring the respondent to pay rent on time in the future;
- 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;
- terminating the tenancy agreement, by mediated agreement, September 30, 2018; and
- evicting the respondent, by mediated agreement, from the rental premises on October 1, 2018.

Adelle Guigon
Rental Officer