

IN THE MATTER between **H.R.**, Applicant, and **D.C. AND E.S.**, Respondents.

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 **Hal Logsdon**, Rental Officer,

BETWEEN:

H.R.

Applicant/Landlord

-and-

D.C. AND E.S.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 22, 2018
<u>Place of the Hearing:</u>	Hay River, NT via teleconference
<u>Appearances at Hearing:</u>	A.S., representing the applicant D.C., respondent E.S., respondent
<u>Date of Decision:</u>	August 22, 2018

REASONS FOR DECISION

The tenancy agreement between the parties is monthly and commenced in January, 2016. The premises are a single family dwelling and are operated as subsidized public housing.

In December, 2016 an order was issued (File #15256) requiring the respondents to comply with their obligation not to disturb the landlord's or other tenants' enjoyment of the rental premises and to not breach that obligation again.

In September, 2017 another order (File #15675) terminated the tenancy agreement due to repeated disturbance and an eviction order was issued.

On November 1, 2017 the applicant issued a three-month stay of the eviction and the respondents agreed to pay \$100/month toward rental arrears and to not cause any future disturbances.

The applicant testified that the disturbances ceased over the winter of 2017/2018 but with the arrival of warmer weather had started again and were even worse. The previous eviction order had expired. A new application was filed on July 11, 2018 seeking an order terminating the tenancy agreement and evicting the respondents.

Numerous written descriptions by a neighbour were provided in evidence. Written and verbal warnings were given to the respondents. The applicant testified that the RCMP had attended the premises on fifty occasions, responding to disturbances.

Section 43 obligates a tenant to not disturb other tenants or the landlord.

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

I have noted that these premises are a single family dwelling. They are not townhouses or a similar grouping of buildings operated by the landlord. The persons who have been disturbed are not other tenants; they are neighbours. However, the landlord has obviously been disturbed by the constant complaints caused by the behaviour of the respondents. In my opinion, the respondents have repeatedly disturbed the landlord and are in breach of section 43.

The applicant stated that they have done everything possible to preserve this tenancy but can no longer continue to deal with the constant disturbance.

The respondents did not dispute the allegations. They stated that their children had been apprehended due to their drinking and they are now working with Social Services for help with their alcohol problems.

Asking the landlord and the neighbours to tolerate any more disturbance is unreasonable. Given the litany of complaints, I can not, in good faith, deny the remedy of termination and eviction.

I find the respondents in breach of section 43 of the Act and shall issue an order terminating the tenancy agreement on September 12, 2018 and an eviction order to be effective on September 13, 2018.

Hal Logsdon
Rental Officer