

IN THE MATTER between **X.Y.**, Applicant, and **G.O.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

X.Y.

Applicant/Landlord

-and-

G.O.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 22, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: B.L., representing the applicant

K.B., assisting the respondent

G.O., respondent

Date of Decision: August 22, 2018

REASONS FOR DECISION

The current tenancy agreement between the parties was made for a one year term commencing on March 1, 2018. The current monthly rent for the premises is \$1665. The respondent holds a security deposit of \$1565.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the applicant to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a resident ledger in evidence which indicated a balance of rent owing in the amount of \$265.53. The ledger indicates that the respondent has been in arrears more than 30 days frequently but never more than 60 days throughout this tenancy agreement and the one year term preceding it.

The applicant provided numerous complaints from other tenants and security reports outlining incidents of disturbance from September, 2017 to August 21, 2018. The police have been summoned to the apartment on at least one occasion and other tenants have repeatedly described the noise as sounding like domestic violence. The applicant has sent at least three notices to the respondent seeking compliance with her obligation to not disturb other tenants and issued a notice of early termination on July 3, 2018 followed by an application filed on July 12, 2018. The applicant has provided information regarding the disturbances to K.B. who is a case worker for the respondent.

K.B. stated that the disturbances were caused primarily by the respondent's brother and his friends who are homeless. K.B. stated that she has been stressing to the respondent that she must not permit her brother to enter the building or her apartment if she wished to avoid eviction. She stated that one of the obstacles is the respondent's lack of a phone to call the police when her brother attempts to enter the apartment.

The respondent stated that she is trying hard to prevent further disturbances and is seeking help with her own problems while she tries to deal with her brother's behaviour.

The applicant clearly has sympathy for the respondent's dilemma and stated that while he would prefer to keep her as a tenant and has tried to be lenient, he can not continue to subject other tenants in the residential complex to this kind of disturbance.

Clearly, the landlord has made a genuine effort to give the respondent the opportunity to resolve the ongoing disturbances. However, should the disturbances persist, it appears that eviction is the sole remedy to ensure other tenants enjoy the quiet enjoyment they are entitled to. In my opinion it is reasonable to provide the landlord with the eviction order and let them decide when, or if, they should enforce it.

I find the respondent in breach of her obligation to pay rent and find rent arrears in the amount of \$265.53. I find the respondent in breach of her obligation to not disturb other tenants in the residential complex.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$265.53. A order shall issue terminating the tenancy agreement on September 15, 2018 and evicting the respondent on September 16, 2018.

Hal Logsdon
Rental Officer