

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

EN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 2, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JS, representing the applicant EN, respondent TA, Integrated Case Management
<u>Date of Decision:</u>	August 2, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against EN as the respondent/tenant was filed by the Rental Office April 13, 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 April 23, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had repeatedly caused disturbances. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing scheduled for June 27, 2018, was postponed June 12, 2018, at the request of the respondent. The hearing was re-scheduled for August 2, 2018, in Yellowknife. JS appeared representing the applicant. EN appeared as respondent with TA from Integrated Case Management supporting her.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 20, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statements of account entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. Notes on the statement suggested the landlord would be charging the unsubsidized rent as of April 23, 2018, due to the landlord having notified the respondent of termination of the tenancy

agreement as of that date. As will be explained later in these reasons for decision I did not find justification for termination of the tenancy agreement or eviction, and therefore the respondent remains entitled to rent subsidies. The rents were subsidized and are currently assessed at \$80 per month. No payments were made in five of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting of subsidized rent, acknowledging her debt and accepting responsibility for it.

I am satisfied the statements of account accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$146.56.

Disturbances

The applicant provided evidence of complaints received regarding disturbances including: fighting, throwing things off the balcony and down the stairwell, loud noises, aggressive posturing, urinating off the balcony, people sleeping in the stairwell and laundry room, kicking a door in, pulling the fire alarm, sexual activity in the laundry room, partying, and shouting. While some of those complaints could be associated directly with the respondent or her guests, many of them could not. The respondent in fact disputed her responsibility or involvement with throwing anything off her balcony or down the stairwell, people sleeping in the stairwell or laundry room, kicking a door in, and pulling the fire alarm.

The respondent testified that she has in the past called the police herself when disruptive parties have tried to get her to let them into the building, and she knows to continue doing that now. The respondent also agreed that she would start notifying the landlord when she observes or experiences disturbances in the building herself, acknowledging that the landlord cannot resolve ongoing issues with other tenants in the building if the landlord does not know there are issues to be addressed.

Since receiving the notice to terminate the tenancy agreement from the applicant in April, the respondent has accessed resources to seek help with her addictions and lifestyle, and she has successfully attended a treatment program. The parties agreed that there have been no incidents reported since the application to a rental officer was filed.

I am satisfied that the respondent has in the past caused or permitted persons into the rental premises or residential complex who have caused disturbances to the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex. The nature of the incidents I am satisfied of are those involving loud noises, yelling, and fighting. I am not satisfied that the respondent is responsible for the disputed incidents. I am satisfied that there have been no further disturbances since filing of the application to a rental officer.

Termination of the tenancy agreement and eviction

Despite the respondent's repeated failure to pay her rent when due, the current amount of rental arrears and the respondent's recent successes at resolving her debt satisfy me that termination of the tenancy agreement is not justified based on the pattern of rent payments. I am also not satisfied that termination of the tenancy agreement is justified with respect to the occurrence of disturbances given their limited nature and the efforts the respondent has taken to remedy her behaviour. The applicant's claim for termination of the tenancy agreement and eviction is denied.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$146.56;
- requiring the respondent to pay her rent on time in the future; and
- requiring the respondent to comply with her obligation not to cause disturbances or permit disturbances to be caused by persons she permits into the rental premises or residential complex.

Adelle Guigon
Rental Officer