

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

SO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 19, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LW, representing the Applicant
SO, Respondent

Date of Decision: September 19, 2018

REASONS FOR DECISION

An application to a rental officer made by NTHC as the Applicant/Landlord against SO as the Respondent/Tenant was filed by the Rental Office July 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Colville Lake, Northwest Territories. The filed application was personally served on the Respondent July 26, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, and had caused disturbances. An order was sought for payment of rental arrears, payment of costs for repairs, compliance with the obligation not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 19, 2018, by three-way teleconference. LW appeared representing the Applicant. SO appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing August 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$325 per month. All subsidized rents since January 2018 have been paid on time, and all rents since March have in fact been paid in advance, except for July 2018 which is when the subsidized rent amount changed from \$140 to \$325. It appears the Respondent's pre-authorized payments were not adjusted early enough to account for the \$185 difference for July's rent, and that is the amount that remains currently outstanding.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging and accepting responsibility for the remaining outstanding debt. She committed to having that amount paid in full by or before September 27th and anticipates no issues with the full amount of rent continuing to be paid in full each month going forward.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I am not satisfied the Respondent has repeatedly failed to pay the full amount of rent when due, but I do find the Respondent has accumulated rental arrears in the amount of \$185 carried over from July 2018.

Damages

The parties agreed and evidence was presented establishing that damages to the plumbing caused by a pen that had jammed in the toilet were caused by the Respondent's – or persons permitted in the premises by the Respondent – negligence. The required services to investigate and repair the plugged toilet resulted in a contractor bill amounting to \$3,738.17. The Respondent did not dispute her responsibility for this damages, acknowledging the resulting debt and accepting responsibility for it. The Respondent indicated she is seeking assistance from the local band office to pay the debt.

I am satisfied the Respondent is responsible for the claimed damages. I find the Respondent liable to the Applicant for the costs of repairing the damages in the amount of \$3,738.17.

Disturbances

Between April 2017 and June 2018 the Applicant received several complaints both verbally and in writing from other tenants in the community of noise, high traffic, and 'wild' parties occurring regularly at and from the Respondent's rental premises.

Complaints were also received from one tenant about individuals bugging him for cigarettes and entering his rental premises without permission which has left that tenant fearful for his own safety and well-being. There was no evidence supporting that the persons interfering with this neighbouring tenant's enjoyment of his rental premises were either the Respondent or persons the Respondent had permitted onto or into the property.

The Applicant's representative confirmed that there is no local police presence in the community. The Applicant's representative also confirmed that there have been no further complaints of disturbances received since the filing of this application to a rental officer.

The Respondent did not dispute that she has had parties in the past, but denies having any parties or loud visitors between March and June. The Respondent stated that she has been sober for 35 weeks now, which is largely why there have been no further disturbances. The Respondent acknowledged that there have been some people since she stopped drinking who have tried to come by her place, but she has not invited them and has not permitted them into or onto the property. The Respondent admitted that her child is living with her and perhaps some of the day-time noise has been coming from the child playing. The Respondent also argued that there have been numerous disturbances coming from her neighbour's residence which she has never complained of out of respect for the elder.

The Applicant's representative acknowledged the Respondent's arguments, and expressed frustration with the issues that have been going on in the small community without a policing presence. Complaints have been heard from many in the community, not just the neighbouring tenant.

While I can appreciate the Applicant's frustration, I can only address and consider issues under the Act regarding the residential tenancy agreement. I am hearing that there is no dispute that there were disturbances for which the Respondent accepts responsibility until March 2018. I am satisfied that the Respondent is responsible for those disturbances. I am not satisfied that the Respondent is responsible for any of the disturbances complained of occurring since March 2018, in particular those which have interfered directly with the neighbouring elder tenant's enjoyment and possession of his rental premises. I can certainly appreciate the neighbouring elder tenant's fears under the circumstances of random persons forcing themselves into his premises without permission, but there is no evidence that the Respondent is responsible for those persons actions and I cannot hold her responsible.

Termination of the tenancy agreement and eviction

The Applicant's requests for termination of the tenancy agreement and eviction were made primarily due to the claimed disturbances. I am not satisfied under the circumstances that termination of the tenancy agreement and eviction are justified at this time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$185;
- requiring the Respondent to pay costs of repairs in the amount of \$3,738.17; and
- requiring the Respondent to comply with the obligation not to cause disturbances and not to breach that obligation again.

Adelle Guigon
Rental Officer