

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

**DA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 18, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RV, representing the Applicant

**Date of Decision:** December 18, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of the NTHC as the Applicant/Landlord against DA as the Respondent/Tenant was filed by the Rental Office October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent November 21, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had caused damages to the rental premises, and had repeatedly and unreasonably caused disturbances. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, by three-way teleconference. RV appeared representing the Applicant. DA was personally served notice of the hearing November 21, 2018. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant's representative testified and evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 2, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The lease balance statements entered into evidence represent 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 \$160 per month. No payments have been received in four of the last five months of the tenancy.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$640.

### *Damages*

The Applicant's representative testified and evidence was provided establishing that the Respondent had accumulated arrears for an after-hours call-out to open the door for him in the amount of \$115.50 and for costs of repairing a damaged exterior door in the amount of \$285.87.

I neglected to say so clearly at the hearing, but I am satisfied that the Respondent is responsible for the call-out and for the damages to the exterior door, and I find the Respondent liable to the Applicant for the associated costs totalling \$401.37.

### *Disturbances*

The Applicant's representative testified and evidence was presented establishing that between June and December 2018 no less than 24 disturbances were reported originating from the Respondent's rental premises. The nature of the disturbances included loud partying, music, yelling, banging, fighting, arguing, and knocking on neighbouring tenants' doors at all hours of the day and night. The disturbances continued even after the Respondent had entered into a last chance agreement in July 2018 and after the Respondent was served with the filed application to a rental officer.

I am satisfied the Respondent is responsible for the claimed disturbances, and I find the Respondent has repeatedly and unreasonably failed to comply with his obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

### *Termination of the tenancy agreement and eviction*

Primarily due to the repeated and unreasonable disturbances, but also in consideration of the Respondent's repeated failure to pay rent and the amount of rental arrears accumulated, I am satisfied that termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$640 (p. 41(4)(c));
- requiring the Respondent to pay costs of repairs in the amount of \$401.37 (p. 42(3)(e));
- terminating the tenancy agreement December 31, 2018 (p. 41(4)(c), p. 43(3)(d));
- evicting the Respondent from the rental premises on or after January 1, 2019 (p. 63(4)(a));  
and
- requiring the Respondent to compensate the Applicant for use and occupation of the rental premises at a rate of \$53.42 for each day he remains in the rental premises after December 31, 2018, to a maximum of \$1,625 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer