

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

**KS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 12, 2018

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

**Appearances at Hearing:** RB, representing the Applicant  
AL, representing the Applicant

**Date of Decision:** December 12, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against KS as the Respondent/Tenant was filed by the Rental Office October 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in N'dilo, Yellowknife, Northwest Territories. The filed application was personally served on the Respondent November 5, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent, 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 was scheduled for December 12, 2018, in Yellowknife. RB and AL appeared representing the Applicant. KS was personally served notice of the hearing November 5, 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 presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 1, 2016. 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 \$75 per month. No payments have been received in six of the last 12 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 \$433.07, which represents approximately six months' subsidized rent.

#### *Disturbances*

The Applicant's representative testified and evidence was presented establishing a repeated pattern of disturbances being caused by the Respondent and/or persons the Respondent has permitted into the rental premises. At least four complaints were received by the Applicant between February and October 2018 regarding disturbances involving intoxicated behaviour, loud music, 24-hour parties, slamming doors, heavy objects being thrown about. The disturbances are alleged to have occurred at all hours, often waking neighbouring tenants and interfering with their enjoyment of their rental premises.

The Respondent had entered into a last chance agreement with the Applicant in February 2018, agreeing not to cause any further disturbances. The Applicant issued a notice to the tenant on September 26, 2018, of their intention to file the application to a rental officer seeking termination of the tenancy agreement and eviction. No further disturbances have been reported since the application to a rental officer was filed.

I am satisfied the Respondent is responsible for the reported disturbances. I find the Respondent has repeatedly failed to comply with her obligation not to disturb the Landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

#### *Termination of the tenancy agreement*

In light of the Respondent's repeated failure to pay rent, the amount of subsidized rental arrears accumulated, and the repeated disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on no further disturbances being reported, the rental arrears being paid in full, and future rent being paid on time.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$433.07 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with her obligation not to disturb the Landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement March 31, 2019, unless no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant, the rental arrears are paid in full, and the rents for January, February, and March are paid on time (p. 43(3)(d), p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises April 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer