

IN THE MATTER between **NTHC**, Applicant, and **GC**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

GC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 22, 2019

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: KK representing the Applicant

GC, the Respondent

Date of Decision: January 22, 2019

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against GC as the Respondent/Tenant was filed by the Rental Office on November 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail December 3, 2018. As the Respondent had not signed for the registered mail, an email was also sent by the Rental Office to the Respondent on January 18, 2019 providing notice of the hearing.

The Applicant claimed that the Respondent had repeatedly disturbed other tenants' possession or enjoyment of the residential complex. An order was sought for remedies in respect of the disturbance and eviction of the tenant.

A hearing was scheduled for January 22, 2019 in Fort Simpson. Janice Laycock, Deputy Rental Officer appeared by telephone. KK appeared representing the Applicant. The Respondent, GC appeared at the hearing.

Tenancy Agreement

The Applicant's representative testified and evidence was presented establishing a tenancy agreement between the parties commencing September 26, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances Caused by the Tenant

The Applicant's representative testified and evidence was presented relating to numerous complaints relating to disturbances caused by the tenant. Three letters were included in the evidence - from October 22, 2018, January 9, 2019 and January 21, 2019 that had been hand delivered to the Respondent. All letters detailed complaints that had been received by the Applicant relating to the disturbances, each letter reminded the Respondent of his obligations and that he was in breach of Section 12(3) of the tenancy agreement: "*The Tenant Agrees that he/she shall conduct him/herself and require other persons in the premises to conduct themselves in a manner that will not disturb the Landlord's or other Tenant's possession or the enjoyment of the premises or residential complex.*"

The most recent letter dated January 21, 2019, detailed complaints relating to “playing loud music, shouting, swearing and uttering threats to another person”. The Applicant also testified during the hearing that they had repeatedly spoken to the Respondent about his behaviour and that police had been repeatedly called to the unit because of disturbances. Further the Applicant felt that the behaviour of the tenant was potentially creating an unsafe situation.

At the hearing the Respondent did not refute the allegations made by the Applicant but promised to get sober and not breach his obligations again. He said he had nowhere else to live and wanted another chance.

I am satisfied on the evidence that the Respondent had repeatedly breached his obligation as set out in subsection 43(a) of the *Residential Tenancies Act* to “not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex”. Based on the Respondent’s promises to not breach his obligations, I am willing to give him another chance, conditional on not breaching his obligation again.

Order

An order will be issued:

- requiring the Respondent to comply with their obligation to not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex, and not to breach their obligation again (p. 43(3)(a) and 43(3)(b)); and
- terminating the tenancy agreement between the parties on March 31, 2019, if there are any further complaints received and verified by the Applicant, relating to disturbances caused by the Respondent or a person permitted by the Respondent to enter the residential complex or premises (p. 43(3)(d) and ss. 83(2)); and
- evicting the Respondent from the rental premises on or after April 1, 2019 if the termination of the tenancy agreement becomes effective.

Janice Laycock
Deputy Rental Officer