

IN THE MATTER between **NTHC**, Applicant, and **RL and AA**, Respondents.

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-

**RL and AA**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 7, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the Applicant AA, Respondent RL, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 7, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Hay River Housing Authority on behalf of the NTHC as the Applicant/Landlord against RL and AA as the Respondents/Tenants was filed by the Rental Office December 7, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondents January 11, 2019.

The Applicant alleged the Respondents had caused damages to the rental premises, had failed to pay full costs of repairs in a reasonable time, and had repeatedly and unreasonably disturbed the Landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. An order was sought for payment of the outstanding costs of repairs, prohibition from causing further damages to the rental premises, compliance with the obligation not to cause disturbances and not to breach that obligation again, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 7, 2019, by three-way teleconference. AS appeared representing the Applicant. AA and RL appeared as Respondents.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing November 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Damages*

The parties agreed and evidence was presented establishing five damages to the rental premises occurring between May and October 2018. The Respondents accepted responsibility for all of them, and since filing of the application to a rental officer they have paid the costs of repairs in full. It was clarified at hearing that one of the broken windows that the Respondents accepted responsibility for was not in fact their responsibility given that it was broken when an unknown person threw a rock through the window from the outside.

Despite that one incident, there is a clear pattern of damages that the Respondents do remain responsible for, that they have not disputed, and that they accept responsibility for.

Given that the Respondents have paid the costs of repairs in full, the Applicant's representative withdrew their request for an order for payment of the outstanding costs of repairs, seeking instead only an order prohibiting further damages. The Respondents agreed the requested order was reasonable and were committed to complying.

I am satisfied the Respondents are responsible for four of the five damages that were claimed. The Applicant's request for an order prohibiting the Respondents from causing further damages to the rental premises is granted.

#### *Disturbances*

The Applicant's representative testified and evidence was presented establishing a repeated pattern of disturbances occurring from the rental premises since the tenancy commenced. The Applicant did not receive the first formal complaint from neighbouring tenants until October 2018, but the RCMP confirmed that there had been 28 actionable calls to the rental premises since the tenancy began through to the end of November. Only one other incident was reported after the application to a rental officer was made.

The nature of the disturbances included fighting, yelling, partying, and other inappropriate intoxicated behaviour. The parties agreed that there have been no further disturbances reported since mid-December, and the Respondents have been making very positive efforts to resolve the issues that have arisen, to seek assistance, and to communicate with the Applicant.

The Respondents did not dispute their responsibility for the disturbances that have occurred, accepting the consequences and committing to maintaining a stable home.

I am satisfied that a repeated and unreasonable pattern of disturbances occurred between November 2017 and December 2018 which interfered with the Landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. I find the Respondents have failed to comply with their obligation not to cause such disturbances.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' historical pattern of repeatedly failing to comply with their obligation not to cause disturbances, I am satisfied termination of the tenancy agreement and eviction is justified. As a result of the positive changes that have been taken by the Respondents to maintain the quiet enjoyment of the rental premises and residential complex for all tenants, the Applicant's representative amended their request for termination of the tenancy agreement and eviction to be conditional on no further disturbances occurring. The Respondents understood the need for and agreed to comply with this request. I am satisfied conditional termination and eviction orders are reasonable in the circumstances.

*Orders*

An order will issue:

- prohibiting the Respondents from causing further damages to the rental premises (p. 42(3)(b));
- requiring the Respondents to comply with their obligation not to cause disturbances, and requiring them not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement June 30, 2019, unless no further disturbances verified as being caused by the Tenants or persons permitted on the rental premises by the Tenants are reported to the Applicant (p. 43(3)(d), ss. 83(2)); and
- evicting the Respondents from the rental premises July 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