

IN THE MATTER between **NPRLP**, Applicant, and **JM and LC**, 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:

NPRLP

Applicant/Landlord

-and-

JM and LC

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 7, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant BL, representing the Applicant NS, representing the Applicant
<u>Date of Decision:</u>	March 7, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against JM and LC as the Respondents/Tenants was filed by the Rental Office January 17, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondents by email deemed received February 10, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay the full amount of rent when due, had accumulated rental arrears, 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 rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 7, 2019, in Yellowknife. CDL, BL, and NS appeared representing the Applicant. JM and LC were sent notices of the hearing by email deemed received February 10, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties commencing April 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease ledgers entered into evidence represent the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondents' rent account. The rent was established at \$1,525 per month. The late payment penalties reflected in the lease ledgers have been calculated in accordance with the Act and Regulations. Rent has been paid late in all of the last 12 months of the tenancy, and either insufficient payments or no payments were received in five of those months.

The Applicant's representatives acknowledged that the late payment penalties for December through March had not yet been entered in the lease ledgers due to a problem with the Landlord's accounting software. Those penalties were calculated at hearing and added to the lease ledger balance.

I am satisfied the amended lease ledgers accurately reflect the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent when due and have accumulated rental arrears in the amount of \$2,986.13. That amount represents approximately two months' rent.

Lock changes

The lease ledgers included two charges for lock changes invoiced July 20 and 24, 2018, in the amount of \$52.50 each. Maintenance charge back forms supporting those charges were allowed to be submitted after the hearing. Only one form for the July 20th charge was available, suggesting the charge had inadvertently been entered in the lease ledger twice. The Applicant's representatives testified that the lock change was necessary at the request of the Tenants due to a disagreement they were having between themselves which resulted in one of them locking the other out of the rental premises.

I am satisfied the respondents are responsible for one of the charges for the lock change. I find the Respondents liable to the Applicant for the costs of replacing the locks in the amount of \$52.50.

Disturbances

The Applicant's representatives testified and provided substantial evidence of ongoing disturbances caused by the Respondents and/or their guests. The disturbances have occurred on a regular, repeated basis since December 2017, in the nature of loud noises, banging on walls and doors, arguing, loud music, screaming, what sounds like pushing furniture around, fighting, breaking glass, loud cursing, and threats of violence. RCMP and security services have responded to many, if not most, of the incidents. There has been no diminishment in the occurrence of incidents since filing of the application to a rental officer. The last reported incident occurred earlier this week.

I am satisfied that there have been repeated and unreasonable disturbances occurring since December 2017, and that the Respondents are responsible for causing those disturbances, or permitting their guests to cause those disturbances. I find the Respondents have repeatedly and unreasonably failed to comply with their 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 and eviction

In light of the Respondents' repeated failure to pay the rent in full when due, the amount of rental arrears that have accumulated, and the substantial amount of repeated and unreasonable disturbances, I am satisfied termination of the tenancy agreement and eviction are necessary.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears and costs of repairs in the total amount of \$3,038.63 (p. 41(4)(a), p. 42(3)(e));
- terminating the tenancy agreement March 31, 2019 (p. 41(4)(c), p. 43(3)(d));
- evicting the Respondents from the rental premises April 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.14 for each day they remain in the rental premises after March 31, 2019, to a maximum of \$1,525 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer