

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

**DR and DR**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 20, 2019

**Place of the Hearing:** Hay River, Northwest Territories

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

**Date of Decision:** March 20, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against DR and DR as the Respondents/Tenants was filed by the Rental Office January 31, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by registered mail signed for March 6, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent when due, had accumulated rental arrears, and had repeatedly and unreasonably caused disturbances. An order was sought for payment of the rental arrears, payment of future rent on time, 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 20, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. DR and DR were served notices of the hearing by registered mail signed for March 6, 2019. The Respondents do not have either a telephone or email address. 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The statements of rent account and lease balance statements (rent statements) entered into evidence reflect the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents have been subsidized and are currently assessed at \$80 per month. No payments were received in four of the last 12 months of the tenancy.

I am satisfied the rent statements 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 \$255. That amount represents approximately four months' subsidized rent.

#### *Disturbances*

The Applicant's representative testified and evidence was presented establishing that there have been complaints received of numerous, repeated, and continuous disturbances caused by the Respondents and their guests throughout the tenancy, but more prevalent since June 2018. The disturbances have been in the nature of loud partying all night and morning, heavy traffic, yelling, screaming, banging around, and inappropriate behaviour in view of the public. The RCMP have confirmed that between June 2018 and March 2019 they have received 30 actionable calls to the Respondents' rental premises.

The Applicant's representative testified that the Respondents are Elders with significant alcoholism issues, as does their adult son who resides with them. The rental premises has become known as a 'flop house', or a place where others with similar addictions issues come. The Applicant's representative admitted that the Respondent DR has in fact been incarcerated since about June 2018 for particularly heinous crimes, but when he is not incarcerated he does control the household to the extent that if there are any abuses happening they are not causing a disturbance to neighbouring tenants and residents. Now that he is not present to enforce that control, his partner and his son are unable to control the effects of their own habits or stand up against those others who might be taking advantage of them. As a consequence, the neighbouring tenants suffer with the disturbances to their enjoyment and possession of their own rental premises.

I am satisfied that the Respondents are responsible for the reported disturbances. I find the Respondents have repeatedly failed to comply with their obligation not to disturb the Landlord's or other tenants' enjoyment of the rental premises and residential complex.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent when due, the amount of rental arrears that have accumulated, and the repeated and unreasonable disturbances which have occurred since June 2018, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, we determined it appropriate to provide the Respondents with an opportunity in particular to address the personal issues which have created the environment creating the disturbances in the hopes that they will be positively responsive. The termination and eviction orders will be conditional on the Respondents paying the rental arrears in full, paying future rent on time, and no further disturbances being reported to the Applicant.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$255 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- requiring the Respondents to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears are paid in full, the monthly subsidized rents for April to August are paid on time, and no further disturbances verified as being caused by the Respondents or persons permitted on the premises by the Respondents are reported to the Applicant (p. 41(4)(c), p. 43(3)(d), ss. 83(2)); and
- evicting the Respondents from the rental premises September 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