

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

GB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2019

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
GB, Respondent

Date of Decision: April 9, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against GB as the Respondent/Tenant was filed by the Rental Office February 22, 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 Respondent by registered mail signed for March 19, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had repeatedly required after hours call-outs due to losing or forgetting his keys, resulting in disturbances to both the Landlord and other tenants. An order was sought for payment of rental arrears, payment of costs for after hours call-outs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 9, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. GB appeared as Respondent.

Tenancy agreement

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

Previous orders

Rental Officer Order Number 10-8229 issued January 20, 2005, terminated the tenancy agreement January 31, 2005, due to repeated and unreasonable disturbances.

Rental Officer Order Number 10-13712 issued October 25, 2013, terminated the tenancy agreement November 8, 2013, due to repeated and unreasonable disturbances, and unauthorized occupants.

Rental Officer Order Number 16172 issued August 22, 2018, required the Respondent to pay \$210 for after hours call-outs charges, and required the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again. At hearing, the Applicant withdrew their request for termination of the tenancy agreement and eviction.

Rental arrears

As of this hearing, the Respondent had paid his rental arrears in full. Consequently, the Applicant withdrew their request for an order for payment of the rental arrears.

Disturbances

Since the last rental officer order (16172), the Respondent has required replacement keys no less than three times and called for after hours access to the rental premises no less than five times. The total charges for those events amounted to \$310, of which only \$100 remains outstanding after a \$210 payment received April 1, 2019. The earliest of the charges was generated November 23, 2018, and the latest of them was generated March 11, 2019. Additionally, on March 30, 2019, complaints were received about extremely loud music being played all night to which the RCMP ended up attending.

Subsection 12(b) of the written tenancy agreement requires the Tenant to pay for costs of repairs or related charges within a reasonable time of the charge being incurred.

The Respondent did not dispute any of the claims made by the Applicant respecting the call-outs and related disturbances. He acknowledged each of them and accepted responsibility for them. With regard to the music disturbances, he mitigated that incident by immediately getting rid of his stereo; the Applicant's representative confirmed they have received no further complaints of noise disturbances.

The Respondent apologized for continuously losing and forgetting his keys. He acknowledged the disturbance to the Landlord's staff this repeated behaviour has caused given they have usually occurred late into the night and early morning. He admits drinking alcohol is a significant contributing factor to his forgetfulness, and he has taken steps to address his addiction. He has been on disability leave for quite some time and has only just recently received clearance to return to work. He expected to start work the day after this hearing, and he expects having to go to work each morning will keep him from going out the night before, which in turn should result in no further late-night losing or forgetting of his keys.

I am satisfied that the Respondent's repeated calls for after-hours access has created an unreasonable disturbance for the Landlord and some tenants of the residential complex. I find the Respondent has failed to comply with his obligation not to disturb the Landlord's or other tenants' enjoyment or possession of the rental premises or residential complex. I find the Respondent has failed to comply with his obligation to pay the call-out charges within a reasonable time in accordance with subsection 12(b) of the written tenancy agreement. I find the Respondent has outstanding arrears for call-out charges in the amount of \$100.

Termination of the tenancy agreement and eviction

As ridiculous as it seems to consider termination of the tenancy agreement and eviction because of late night call-outs for access to the rental premises, it is the repeated and unreasonable disturbances resulting from the call-outs that provides justification for the requested termination and eviction. The same pattern of behaviour has continued through four tenancy agreements between these parties. Given the imminent changes to the Respondent's employment and the actions being taken to address his alcohol addictions, the parties agreed to tiered conditional termination and eviction orders dependent on the call-out charges being paid in full and no further after hours call-outs for access to the rental premises being received by the Applicant.

Orders

An order will issue:

- requiring the Respondent to pay call-out charges in the amount of \$100 (p. 42(3)(e));
- requiring the Respondent to comply with his obligation to pay costs of repairs within a reasonable time (p. 45(4)(a));
- requiring the Respondent to comply with his 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:
 - (a) May 31, 2019, unless the costs for after hours call-outs are paid in full and no further after hours call-outs for access to the rental premises or residential complex are received by the Applicant; and
 - (b) August 31, 2019, unless no further after hours call-outs for access to the rental premises or residential complex are received by the Applicant (p. 43(3)(d), ss. 83(2));

- evicting the Respondent from the rental premises:
 - (a) June 1, 2019, if the termination of the tenancy agreement becomes effective May 31, 2019;
and
 - (b) September 1, 2019, if the termination of the tenancy agreement becomes effective August 31, 2019 (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer