

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

BC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
BC, Respondent

Date of Decision: April 18, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against BC as the Respondent/Tenant was filed by the Rental Office March 15, 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 Respondent by registered mail signed for April 7, 2019.

The Applicant alleged the Respondent had repeatedly and unreasonably caused disturbances to the Landlord and other tenants in the residential complex. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for April 18, 2019, in Yellowknife. JS appeared representing the Applicant. BC appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 24, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances

The Applicant's representative testified and presented documentary evidence consisting of written complaints from other tenants and associated notes completed by the Landlord's staff establishing a repeated pattern of disturbances originating from the Respondent's rental premises. The nature of the disturbances reported included alleged illegal activity, parties, fights, yelling, screaming, intoxication, high traffic, propping open exterior building doors, and RCMP attendance. The disturbances were claimed to have occurred at all hours of the day and night, throughout the week since at least June 2018. The Applicant's representative testified that there has been no significant change to the pattern of behaviour, and that the Landlord has continued to receive complaints and directly observe the disruptive behaviour.

The Respondent disputed that the propping open of doors was being caused by herself or her guests, and she disputed that all the high traffic was coming from her premises alone. The Respondent's premises is right off of the main entrance to the building. The Respondent acknowledged that there were often times when friends or acquaintances (and sometimes neighbours) who would knock on her ground floor windows demanding entry, but she denied granting most of them access no matter how demanding they became. She also denied granting access to those individuals who came knocking on her premises door. The Respondent could not deny the parties that did occur at her rental premises, nor could she deny RCMP attendance to remove disruptive guests. The Respondent admitted to a period a couple of months ago that she permitted her daughter to stay intermittently with her during which time her daughter and her daughter's boyfriend and friends were disruptive.

The Respondent testified that she has been referred to the Integrated Case Management Team for help, and is expected to participate in an eight-week program with them starting May 8th. She now understands how serious the consequences are for her if the disturbances do not stop occurring. It was explained to her at the hearing that she should be reporting any disturbances being caused by people she is not letting into the premises to the Landlord so that they have a record of what is happening from the Respondent's perspective and so that they can provide assistance through their security service personnel. The Respondent claimed she was not aware that there was an after-hours security line that she could call. She agreed to use it going forward, and not to let anyone into her apartment who even remotely could create a disturbance. She also understood that should a situation become more than what the Landlord's security personnel can be expected to deal with that she should continue calling the RCMP for help, but also let the Landlord know when she does that and why.

I am satisfied that the Respondent is responsible for most of the disturbances claimed by the Applicant. I find the Respondent has repeatedly and unreasonably failed to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the residential complex.

Termination of the tenancy agreement and eviction

In light of the repeated and unreasonable disturbances caused by the Respondent or persons permitted on the premises by the Respondent, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant was resistant to conditional termination and eviction orders given the ongoing pattern of behaviour to date and the effects on their other tenants in the building. However, in light of the Respondent's recent efforts to redirect and improve her lifestyle, and her apparent understanding of the actions she needs to take to prevent further issues, it seems to me very strict tiered conditional termination and eviction orders may be appropriate. The Respondent understood how strict the following orders are and what it would mean for her if she or her guests failed to comply with the conditions.

Orders

An order will issue:

- requiring the Respondent to comply with her 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 15, 2019, unless no further disturbances verified as being caused by the Respondent or persons permitted in the rental premises or residential complex by the Respondent are reported to the Applicant;
 - (b) May 31, 2019, unless no further disturbances verified as being caused by the Respondent or persons permitted in the rental premises or residential complex by the Respondent are reported to the Applicant;
 - (c) June 15, 2019, unless no further disturbances verified as being caused by the Respondent or persons permitted in the rental premises or residential complex by the Respondent are reported to the Applicant; and
 - (d) June 30, 2019, unless no further disturbances verified as being caused by the Respondent or persons permitted in the rental premises or residential complex by the Respondent are reported to the Applicant.

- evicting the Respondent from the rental premises:
 - (a) on or after May 16, 2019, if the termination of the tenancy agreement becomes effective May 15, 2019;
 - (b) on or after June 1, 2019, if the termination of the tenancy agreement becomes effective May 31, 2019;
 - (c) on or after June 16, 2019, if the termination of the tenancy agreement becomes effective June 15, 2019; and
 - (d) on or after July 1, 2019, if the termination of the tenancy agreement becomes effective June 30, 2019.

Adelle Guigon
Rental Officer