

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

LF

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
LF, representing the 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 LF as the Respondent/Tenant was filed by the Rental Office January 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served March 11, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly and unreasonably disturbed the Landlord's or other tenants' enjoyment or possession of the rental premises or residential complex and had caused damages to the rental premises. An order was sought for payment of costs of repairs, termination of the tenancy agreement, and eviction.

A hearing scheduled for March 20, 2019, was adjourned *sine die* at the Respondent's request and with the Applicant's agreement. The hearing was re-scheduled to April 9, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. LF 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 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16279 issued December 5, 2018, required the Respondent to pay future rent on time and required the Respondent to pay costs of repairs in the amount \$447.35.

Damages

In January 2019 (after the last rental officer order was issued) two windows were broken. The Applicant charged the Respondent costs of repairing the two windows totalling \$352.90. The Respondent did not dispute the Applicant's claims, acknowledging the debt and accepting responsibility for the costs of repairs.

I am satisfied the Respondent is responsible for the damaged windows. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$352.90. In consideration of the previously established damages referenced in Rental Officer Order Number 16279 in conjunction with these new damages, I also find the Respondent has repeatedly failed to comply with her obligation not to cause damages – or permit damages to be caused – to the rental premises.

Disturbances

The Applicant's representative testified and provided evidence of no less than eight reported incidents of disturbances being caused either by the Respondent or persons the Respondent permitted in the premises between December 23, 2018, and January 28, 2019. The disturbances were in the nature of yelling, partying, loud music, heavy traffic, slamming doors, and fights occurring at all hours and for which the RCMP have attended the rental premises in response to. The Applicant's representative testified that he confirmed with the local RCMP detachment that as of March 15, 2019, there have been 19 RCMP call-outs to the rental premises since the tenancy commenced.

The Respondent did not dispute the Applicant's testimony, acknowledging that there have been repeated disturbances occurring at her rental premises. She conceded that the majority of the disturbances were instigated by her ex-boyfriend and her former unauthorized roommate. The Respondent committed to keeping any further disturbances from being caused at her rental premises.

I am satisfied the Respondent is responsible for either causing the reported disturbances or permitting persons on the premises who caused the reported disturbance. I find the Respondent has repeatedly failed to comply with her 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

The parties agreed that \$70.35 remained outstanding from the costs of repairs ordered to be paid under Rental Officer Order Number 16279. The parties agreed that an order to conditionally terminate the tenancy agreement should include a requirement that the total outstanding costs of repairs in the amount of \$423.25 be paid in full.

In light of the Respondent's repeated failure to comply with her obligation not to cause disturbances, I am satisfied that conditional termination and eviction orders are justified. By agreement with the parties, the termination and eviction orders will be tiered dependent on the outstanding costs of repairs being paid in full and there being no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent.

Orders

An order will issue:

- requiring the Respondent to pay costs of repairs in the amount of \$352.90 (p. 42(3)(e));
- prohibiting the Respondent from causing any further damages to the rental premises (p. 42(3)(b));
- requiring the Respondent to comply with their 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) June 30, 2019, unless the total outstanding costs of repairs and cleaning in the amount of \$423.25 is paid in full and no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant; and
 - (b) September 30, 2019, unless no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant (p. 42(3)(f), p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises:
 - (a) on or after July 1, 2019, if the tenancy agreement between the parties is terminated June 30, 2019; and
 - (b) on or after October 1, 2019, if the tenancy agreement between the parties is terminated September 30, 2019 (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer