

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

TT

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

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 TT as the Respondent/Tenant was filed by the Rental Office February 21, 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 22, 2019.

The Applicant alleged the Respondent 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 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 April 9, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. TT was served notice of the hearing by registered mail signed for March 22, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's 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 December 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. Either insufficient payments or no payments have been received in five of the last 12 months of the tenancy agreement.

Given that the Respondent has essentially resolved the balance of rental arrears since the application was filed, leaving only \$60 outstanding on the current month's rent, the Applicant's representative withdrew the request for an order to pay rental arrears, seeking only the order to pay future rent on time.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due.

Disturbances

The Applicant's representative testified and provided evidence of repeated complaints of partying, loud noise, excessive traffic, stomping, slamming doors, yelling and screaming occurring at all hours of the late night and early morning, occasionally resulting in RCMP attendance. The Applicant documented 9 such occurrences between November 2018 and April 2019. The Applicant notified the Respondent after each reported disturbance and warned her of the consequences should the disturbances continue. Efforts to have in-person meetings were unsuccessful. The Applicant testified that RCMP confirmed having four calls for service the Respondent's rental premises, but that the premises was a place of interest to them.

I am satisfied the Respondent is responsible for the reported disturbances. I find the Respondent has repeatedly and unreasonably disturbed the Landlord's and other tenants' enjoyment or possession of the rental premises or residential complex.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due and the repeated pattern of disturbances caused by the Respondent or persons permitted on the rental premises by the Respondent, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying future rent on time and causing no further disturbances.

Orders

An order will issue:

- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with the 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 monthly subsidized rents for May to August are paid on time and no further disturbances verified as being caused by the Respondent or persons permitted on the rental premises by the Respondent are reported to the Applicant (p. 41(4)(c), p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer