

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

DC

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
DC, 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 DC as the Respondent/Tenant was filed by the Rental Office March 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent March 18, 2019.

The Applicant alleged the Respondent had repeatedly lost the keys to the rental premises requiring call-outs for access causing disturbances to the Landlord's enjoyment or possession of the rental premises or residential complex, and had failed to pay costs of repairs for after-hours call-out fees and key replacements within a reasonable time. An order was sought for payment of costs of repairs, compliance with the obligation not to cause disturbances and not breach that obligation again, conditional termination of the tenancy agreement, and conditional eviction.

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

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing February 15, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances and damages

The Applicant's representative testified that during the tenancy the Respondent had locked himself out of the rental premises after hours no less than 12 times as of the date of this hearing. The Respondent had either forgotten his keys at a friend's house or lost the keys entirely. The Respondent did not dispute this claim, and it was acknowledged that many of the incidents involved him being intoxicated to some degree.

Each of the after-hours call outs interrupted either the on-site caretaker's peaceful enjoyment of the premises or required the on-call maintenance personnel to attend the residential complex. The Respondent was charged the standard \$50 after-hours call-out fee for each instance, and was charged \$10 for each key that needed to be replaced. The total charges amounted to \$530. By the date of this hearing all but \$130 had been paid.

Additionally, there had been four after-hours late night incidents between February 12 and March 27, 2019, which interfered with the on-site caretaker's and other tenants' enjoyment of the rental premises and residential complex. The incidents each involved intoxicated persons – both the Respondent and his guest – screaming and being very loud. Once incident required RCMP intervention to remove the Respondent's guest.

The Respondent did not dispute the Applicant's claims, acknowledging both the debt and the disturbances, and accepting responsibility for them. He agreed he needs to stop letting people into the building that he doesn't really know. The Respondent has installed zippers on his coat pockets to secure his keys where he can always find them, and he has been going to Alcoholics Anonymous meetings to address his addiction.

I am satisfied the Respondent is responsible for the claimed disturbances. I find the Respondent has failed to comply with his obligation to pay the after-hours call-out fees within a reasonable time and has repeatedly failed to comply with his obligation not to cause disturbances.

Termination of the tenancy agreement and eviction

In light of the repeated disturbances caused by the Respondent both in relation to the after-hours call-outs and the recent incidents of late night incidents, I am satisfied conditional termination and eviction orders are justified. By agreement with the parties, the termination and eviction orders will be conditional on the Respondent paying the outstanding balance of after-hours call-out fees and keys replacement charges (collectively referred to as 'repairs') in full and causing no further disturbances.

Orders

An order will issue:

- requiring the Respondent to pay costs of repairs in the amount of \$130 (p. 42(3)(e));
- 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 June 30, 2019, unless the outstanding costs of repairs are 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 (p. 42(3)(f), p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer