

IN THE MATTER between **IHA as an agent of the NTHC**, Applicant, and **RT**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

IHA AS AN AGENT OF THE

NTHC

Applicant/Landlord

-and-

RT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 8, 2019
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	DD, representing the Applicant
<u>Date of Decision:</u>	May 8, 2019

REASONS FOR DECISION

The Respondent was personally served with a Notice of Attendance and a filed application. The Respondent failed to appear at the hearing and the hearing was held in his absence.

The Applicant alleged that the Respondent had repeatedly disturbed the landlord and other tenants in the residential complex. The Applicant also alleged that the Respondent had failed to pay the full amount of rent and failed to pay for repair costs which were made necessary due to his negligence.

The monthly tenancy agreement between the parties was made in writing and commenced on April 1, 2018. Complaints of loud parties and fighting in the apartment were received in May 2018 and notices were served on the Respondent warning him that this behaviour was a breach of the tenancy agreement. Another disturbance was reported and the Applicant served a notice of termination ending the tenancy agreement on June 30, 2018.

The Respondent appealed the termination to the Board of Directors and the termination notice was rescinded on the Respondent's promise to not create any further disturbances. On February 12, 2019, there was another disturbance reported and another notice of termination served, ending the tenancy agreement on March 31, 2019. The Respondent remains in possession.

The Applicant provided complaints and incident reports outlining 24 additional incidents of disturbance since the last notice of termination was served. As well, the Applicant provided numerous complaints from other tenants and the head landlord concerning the disturbances. Clearly, the Respondent has little or no intention of complying with his obligation to not disturb other tenants in the building.

The Applicant sought an eviction order and compensation for use and occupation of the premises after the termination of the tenancy agreement. The full monthly rent for the premises, which is subsidized public housing, is \$1,625.

The Applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$80. The Applicant also provided an invoice for a lock change requested by the Respondent (\$90.95) and an invoice for cleaning the hallway (\$173.25) which was made necessary after a fire extinguisher was negligently discharged during a party in the Respondent's apartment.

I find the eviction of the Respondent justified. The landlord has provided every opportunity for this tenancy to continue but the Respondent has refused to comply. An eviction order shall issue to be effective on May 15, 2019. The Respondent shall also be ordered to pay compensation for use and occupation of the rental premises as follows:

Compensation, April 1-30	\$1,625.00
Compensation, May 1-8	<u>419.35</u>
Total	\$2,044.35

Plus: Any additional days the Respondent remains in possession in May at \$52.42 per day and any additional days the Respondent remains in possession in June at \$54.16 per day.

I find the statement of rent in order and find rent arrears in the amount of \$80. An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$80.

I find the lock change and hall cleaning charges to be reasonable and made necessary due to the negligence of the Respondent. An order shall issue requiring the Respondent to pay the Applicant repair and cleaning costs in the amount of \$264.20.

Hal Logsdon
Rental Officer