

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

HC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 16, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant

Date of Decision: May 16, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against HC as the Respondent/Tenant was filed by the Rental Office March 26, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served May 1, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for May 16, 2019, in Yellowknife. JS appeared representing the Applicant. HC was served notice of the hearing by registered mail deemed served May 1, 2019. No phone number or email address was provided for the Respondent. 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 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 May 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances

In March 2019 the building owner received a complaint from a tenant in the residential complex of repeated disturbances caused by repeated fire/smoke alarms. The complainant claimed that there had been no less than four such occurrences requiring evacuation of the building that he was home for in the last several months, and alleged that they were all from smoke alarms out of the Respondent's rental premises. The complaints were passed on to the Applicant, who requested clarification from the building owner on how many complaints have actually been received and where the fire alarms actually originated from.

Despite not yet having the requested supporting evidence from the building owner, the Applicant issued a notice to the Respondent to terminate the tenancy agreement March 28, 2019, due to disturbances and damages. The Respondent provided a written statement to the Rental Office March 22, 2019, (before the application to a rental officer was actually filed) denying that multiple incidents occurred, admitting to only one incident without describing it other than to say he “made a mistake” and that he “fell asleep.”

The Applicant received the requested documentation from the building owner and submitted it at the hearing. An email from the Deputy Fire Chief of the City of Yellowknife Fire Division confirmed that over the last six months the fire department responded to five fire alarms, three of which were specifically in response to smoke alarm activations out of the Respondent’s rental premises – December 1, 2018; March 3, 2019; and March 5, 2019. The building owner confirmed to the Applicant that no further incidents had occurred or been reported since March 14, 2019.

I am satisfied that the Respondent is responsible for causing disturbances involving the triggering of smoke alarms and fire department response. The smoke alarms were triggered by the Respondent’s negligent actions related to leaving cooking on the stove unattended. Three such occurrences are directly attributable to the Respondent, creating a repeated pattern of behaviour which not only disturbs the enjoyment and possession of the residential complex for other tenants in the building, but could also be considered a significant safety hazard. I find the Respondent has failed to comply with his 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

Although I am satisfied that termination of the tenancy agreement and eviction are justified, the Applicant’s representative and I are in agreement that the termination and eviction orders should be conditional on no further fire alarm-related disturbances verified as being caused by the Respondent being reported to the Applicant.

Orders

An order will issue:

- requiring the Respondent to comply with the 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 August 31, 2019, unless no further fire alarm-related disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant (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