

IN THE MATTER between **MPM**, Applicant, and **FT**, 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:

MPM

Applicant/Landlord

-and-

FT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LA, representing the Applicant
LM, witness for the Applicant
FT, Respondent

Date of Decision: July 19, 2019

REASONS FOR DECISION

An application to a rental officer made by MPM as the Applicant/Landlord against FT as the Respondent/Tenant was filed by the Rental Office April 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for May 15, 2019.

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

A hearing was scheduled for June 18, 2019, in Yellowknife. LA appeared representing the Applicant. LM appeared as a witness for the Applicant. EP had intended to appear as a witness for the Applicant, but instead was permitted to submit a sworn affidavit of her statement, to which the Respondent was given an opportunity to reply. FT appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 10, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous application

Rental Officer Application File Number 15752 heard November 8, 2017, requested termination of the tenancy agreement and eviction due to repeated and unreasonable disturbances. It was denied, not because there weren't any disturbances for which the Respondent could be found responsible, but because he could not be found responsible for most of the alleged disturbances. At the time, the disturbances largely involved other persons – often intoxicated – attending the residential complex loudly, disruptively, and aggressively looking for the Respondent. Because the Respondent testified that he usually did not invite those persons to the premises and appeared not to have let them in when demanded, I could not make a finding that the Respondent or persons permitted on the premises by the Respondent repeatedly and unreasonably caused disturbances. At the hearing for that application, the Respondent made a commitment to actively discourage the persons causing disturbances from going to see him out of respect for his neighbours.

Disturbances

Evidence was presented establishing that since the last hearing before the Rental Officer the above noted disturbances have increased in frequency. The disturbances have continued on a consistent basis, occurring at all hours of the day and night. The disturbances have consisted of the Respondent himself being very loud and aggressive, and persons attending to the Respondent's premises – both inside and outside – yelling, knocking on doors and windows, fighting, crying, pleading, and being aggressive. The Applicant's witnesses testified to the disruptive nature of these incidents and the insecure feelings they engender. The Applicant's witnesses also testified that they had experienced directed aggression and threats from the Respondent.

The Landlord and other tenants have observed what appeared to be bootlegging transactions between the Respondent and other persons. Photographs taken by the landlord of the interior of the Respondent's rental premises during their annual inspection just a few weeks ago include at least 10 six-packs of various types of beer; This would seem to support the likelihood of the alleged bootlegging.

The Respondent disputes that he is responsible for any of the claimed disturbances. He believes he is being as respectful as he can, citing his large stature and naturally loud voice as things he cannot control. It was also noted that the interior walls between the apartments are thin, allowing sounds to transfer easily. The Respondent does not accept responsibility for the persons who attend the residential complex looking for him, claiming he does not engage with anyone who is being disruptive. He also claims that during the night he often doesn't hear the disturbances because he sleeps with a CPAP machine. He admits that sometimes he lets friends into the rental premises thinking they will not cause a disturbance, only to have to kick them out because they end up in an argument and causing a disturbance.

The Respondent also disputed the validity of EP's complaints, claiming she has been against his presence in the residential complex since he moved in and accusing her of being racist against Aboriginal peoples. Whether or not either of those accusations are true, EP is not the only tenant on the floor who has filed complaints to the Applicant against the Respondent for the disturbances, and the Applicant's employees themselves have observed and experienced the disturbances.

In light of the disturbances escalating rather than decreasing since the last application to a rental officer was heard, on a balance of probabilities I am satisfied it is more likely than not that the Respondent has not discouraged his friends and acquaintances from seeking him out as he committed to do. I am satisfied that the Respondent must be held responsible for the disturbances that have occurred, both those directly involving him and those that have occurred due to his continued interactions and 'business dealings'. The nature of the disturbances are far too disruptive to the neighbouring tenants and to the Landlord to continue. I am satisfied termination of the tenancy agreement and eviction are justified.

Given the organized hoarding depicted in the photographs of the Respondent's rental premises which I expect will take time for the Respondent to clear out, and in an effort to give the Respondent reasonable time to find alternate accommodations, the termination order will issue for August 31, 2019, with an eviction date of September 1, 2019.

Adelle Guigon
Rental Officer