

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

**GB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 16, 2019

**Place of the Hearing:** Hay River, Northwest Territories

**Appearances at Hearing:** AS, representing the Applicant

**Date of Decision:** July 16, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against GB as the Respondent/Tenant was filed by the Rental Office May 24, 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 June 13, 2019.

The Applicant alleged the Respondent and/or persons permitted in the rental premises and residential complex by the Respondent had repeatedly and unreasonably caused disturbances, and the Respondent had failed to comply with a rental officer order not to cause further disturbances. An order was sought for termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for July 16, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. GB was served notice of the hearing by registered mail signed for June 13, 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*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 16172 issued August 22, 2018, required the Respondent to pay costs of repairs in the amount of \$210, and required the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again.

Rental Officer Order Number 16436 issued April 9, 2019, required the Respondent to pay costs of repairs in the amount of \$100; required the Respondent to comply with his obligation to pay for costs of repairs within a reasonable time; required the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again; terminated the tenancy agreement May 31, 2019, unless the costs of repairs were paid in full and no further after-hours call-outs for access to the rental premises were made; terminated the tenancy agreement August 31, 2019, unless no further after-hours call-outs for access to the rental premises were made; and eviction June 1, 2019, if the termination of the tenancy agreement became effective May 31, 2019, and September 1, 2019, if the termination of the tenancy agreement became effective August 31, 2019.

#### *Disturbances*

Since the last rental officer order was issued there have been no further after-hours call-outs for access to the rental premises. However, since the last rental officer order was issued there have been no less than nine reports of disturbances occurring within the rental premises and residential complex verified as being caused by the Respondent and/or persons the Respondent has permitted into the rental premises and residential complex. At least four of those incidents resulted in RCMP attendance. Many of the incidents have been verified by video surveillance footage. The disturbances were mostly in the nature of public intoxication, fighting, arguing, partying, and yelling, and occurred both during the daytime and late nighttime hours.

I find the Respondent has repeatedly and unreasonably disturbed the Landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. I find the Respondent has repeatedly failed to comply with a rental officer order not to cause further disturbances.

#### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to comply with the obligation not to cause disturbances, and given the significantly disruptive nature of the behaviours, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- terminating the tenancy agreement August 31, 2019 (p. 43(3)(d));
- evicting the Respondent from the rental premises September 1, 2019 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day the Respondent remains in the rental premises after August 31, 2019, to a maximum of \$1,625 per month (63(4)(b)).

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Adelle Guigon  
Rental Officer