

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

KL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2019
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	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 KL as the Respondent/Tenant was filed by the Rental Office May 29, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served June 19, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly caused disturbances and had repeatedly permitted unauthorized occupants to reside at and have access to the rental premises. An order was sought for the Respondent to comply with the obligation not to cause disturbances and not breach that obligation again, for the Respondent to comply with the obligation not to permit unauthorized occupants and not breach that obligation again, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for July 16, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. KL was sent notice of the hearing by registered mail deemed served June 19, 2019. The Respondent does not have a telephone number or an email address. 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 13, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances and occupancy

Paragraph 5 of the written tenancy agreement specifies that no unauthorized occupants may reside at the rental premises with the Tenant. Schedule A to the written tenancy agreement identifies the rental premises as a bachelor apartment in the 'singles' complex. Schedule B to the written tenancy agreement identifies no authorized occupants of the rental premises other than the Respondent.

Sub-paragraph 12(c) of the written tenancy agreement specifies the Tenant's obligation not to cause disturbances, and hold the Tenant responsible for disturbances caused by persons permitted in the rental premises and residential complex by the Tenant.

Evidence was presented establishing that the Respondent had permitted unauthorized occupants to reside at the rental premises on at least two separate occasions, and had provided those persons with their own keys to access the residential complex and rental premises at their convenience. Video surveillance footage verified these occurrences.

Evidence was presented establishing that the Respondent had repeatedly permitted persons access to the residential complex through the rear emergency exit door – which is clearly marked as such – and had on several occasions propped that door open to allow unauthorized access to the residential complex. Video surveillance footage verified these occurrences.

Evidence was presented establishing that the Respondent and/or persons the Respondent permitted into the residential complex and the rental premises had caused disturbances in the residential complex no less than seven times between April and July 2019. The disturbances were in the nature of: constant traffic in and out of the residential complex at all hours, partying, banging, yelling, fighting, arguing, and violence. Complaints were received from several other tenants in the residential complex, as well as the caretaker. Video surveillance footage verified these occurrences.

The Applicant's representative testified that attempts to communicate the seriousness of the situation to the Respondent have been unsuccessful and disregarded, with the Respondent showing no interest in resolving the issues. The nature of the disturbances have created an environment of fear and unrest for the other tenants in the building, particularly the elders who occupy the majority of the first floor.

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.

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 disruptive nature of those disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. Due to the Applicant's representative requesting a termination date of August 31, 2019, an order for the Respondent to comply with the obligation not to cause disturbances and not to breach that obligation again will also be issued.

Orders

An order will issue:

- 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 August 31, 2019 (p. 43(3)(d)); and
- evicting the Respondent from the rental premises September 1, 2019 (p. 63(4)(a)).

Adelle Guigon
Rental Officer