

IN THE MATTER between **SCPL**, Applicant, and **CF**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

SCPL

Applicant/Landlord

-and-

CF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 20, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant

Date of Decision: November 20, 2019

REASONS FOR DECISION

An application to a rental officer made by SCPL as the Applicant/Landlord against CF as the Respondent/Tenant was filed by the Rental Office October 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by registered mail on the Respondent, deemed served on November 8, 2019.

The Applicant claimed that the Respondent had disturbed other tenants on numerous occasions and had caused damages as a result of their negligent conduct. An order was sought for termination and eviction.

A hearing was scheduled for November 20, 2019, and both parties were provided notice of the hearing. Janice Laycock, Rental Officer, and CF, representative for the Applicant, appeared in person. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice of the hearing, under subsection 80(2) of the *Residential Tenancies Act* the hearing proceeded in their absence.

Tenancy agreement

Evidence was presented establishing a tenancy agreement starting on January 1, 2005. This agreement was most recently renewed on September 30, 2019 for one year at \$1,650 per month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

Damages - Bedbugs

Evidence was presented on action taken by the Applicant to address bedbugs in the rental premises. This included a visit by Orkin Pest Control on March 27, 2019, to treat the apartment. Further treatment was done by Orkin on August 27, 2019, with a follow up visit on September 18, 2019. The Applicant testified that information was provided to the Respondent on steps that they should take to make sure the bedbugs were eliminated and did not return. However, these steps were not taken and the bedbugs returned and have since spread to the unit next door.

Based on the testimony and evidence provided, I find that the Respondent has, through their own negligence, breached their obligation under subsection 43(1) of the *Residential Tenancies Act* to repair damages to the rental premises.

Disturbances

The Applicant testified and provided evidence of disturbances by the Respondent. The Applicant provided written complaints from other tenants of disturbances including “partying, loud yelling and swearing, banging and fighting in the unit and loud noises on the balcony.” These complaints related to incidents on August 18, 19, 20, 21 and 31st. At the hearing the Applicant testified that they had just received another written complaint about loud noises and partying on November 14 and 15, 2019. In that case the complainant also claimed that this has been a constant issue for 5 years.

The Applicant also testified and provided evidence of numerous warnings to the Respondent about their behaviour.

Based on the testimony and evidence provided, I find that the Respondent has repeatedly breached their obligation under subsection 42(1) of the *Residential Tenancies Act* to not disturb the landlord’s or other tenants possession or enjoyment of the rental premises.

Termination and eviction

Under paragraph 42(3)(f) and 43(3)(d) of the *Residential Tenancies Act* a rental officer may make an order terminating the tenancy where it is found that the tenant has breached their obligation under the Act. As discussed above the Respondent has been found to have breached their obligation by causing repeated disturbances and by damaging the rental premises. For these reasons I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- terminating the tenancy agreement on November 30, 2019 (p. 42(3)(f), p. 43(3)(d));
- evicting the Respondent from the rental premises on or after December 1, 2019 (p. 63(4)(a)); and

- requiring the tenant to compensate the landlord for the use and occupation of the rental premises at a rate of \$54.25 for each day the Respondent remains in the rental premises after November 30, 2019 to a maximum of \$1,650 per month.(p. 63(4)(b)).

Janice Laycock
Rental Officer