

IN THE MATTER between **NPRLP**, Applicant, and **AK**, 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:

NPRLP

Applicant/Landlord

-and-

AK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2020

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: KB, representing the Applicant
IA, representing the Applicant
AK, Respondent

Date of Decision: January 8, 2020

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against AK as the Respondent/Tenant was filed by the Rental Office November 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email deemed received December 20, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was held on January 8, 2020, in Inuvik. The Rental Officer appeared by telephone. KB and IA appeared representing the Applicant. AK appeared as the Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing December 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances

The Applicant claimed they had received several complaints of disturbances against the Respondent. One emailed complaint received by the Applicant July 29, 2019, was provided in support of the claim. Four notices sent to the Respondent by the Applicant dated March 18, May 17, July 29, and October 3, 2019, regarding complaints of disturbances were also provided in support of the claim.

The Applicant's representatives did not have any direct knowledge of those claimed incidents, a log of telephoned or oral complaints was not kept, and there were no incident reports produced by either security personnel or the on-site caretaker regarding any of the incidents. The Applicant's representatives claimed that additional complaints of disturbances had been received, but admitted that since filing the application to a rental officer the Respondent was not notified of those complaints.

A reported disturbance from March 13, 2019, alleged that there was yelling and banging on the walls for over an hour at approximately 11:45 p.m. The Respondent denied even being at home that evening and claimed that he had learned afterwards that someone had let a former tenant into the residential complex who may have been the source of the disturbance.

A reported disturbance from May 17, 2019, alleged that there was a high amount of traffic and yelling coming from the Respondent's rental premises late at night, and that the RCMP were "invited" to the Respondent's rental premises. The Respondent confirmed that there had been a disturbance in the hallway outside his rental premises that night, but it did not originate from him, nor did it originate from anyone he permitted into the premises. The Respondent stated that he himself called the RCMP regarding the disturbance.

A reported disturbance from July 28, 2019, (received by email) alleged that there was partying all night, a high amount of traffic, and drug trafficking. The Respondent denied he was responsible for any of these claims because he was not in the building when they allegedly occurred, and nobody was staying at his place.

A reported disturbance from September 25, 2019, alleged that there was partying and disturbances throughout the early morning hours. The Respondent denied there was any partying or drinking at his rental premises in September. The Respondent had surgery in September requiring him to be on heavy pain medication which prohibited him from consuming alcohol. His brother and another relative stayed with him to help him during his convalescence, but neither he nor his relatives were being loud or causing disturbances.

Given the lack of substantive evidence to contradict the Respondent's testimony, I am not satisfied that the Respondent is responsible for any of the claimed disturbances. The Applicant's request for termination of the tenancy agreement and eviction is denied.

Adelle Guigon
Rental Officer