

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

**RL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 19, 2020

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

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

**Date of Decision:** February 19, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against RL as the Respondent/Tenant was filed by the Rental Office January 8, 2020. 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 February 3, 2020.

The Applicant alleged the Respondent had caused damages to the rental premises and had repeatedly caused disturbances. An order was sought for payment of costs of repairs, for payment of compensation for losses suffered as a direct result of the disturbances, a prohibition from causing further damages, and compliance with the obligation not to cause disturbances and not to breach that obligation again.

A hearing was held February 19, 2020, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. RL was served with notice of the hearing by registered mail signed for February 3, 2020. 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 May 3, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Disturbances*

Evidence was presented establishing five incidents of disturbances originating from the Respondent's rental premises between May and November 2019. Those disturbances were in the nature of being noisy, causing a "ruckus", slamming doors, fighting, and arguing, all usually involving the Respondent and/or his guests. Since filing of the application to a rental officer there have been no further disturbances of this nature. The Applicant has had positive communication with the Respondent and reports that the Respondent does understand his obligation in this regard. In December 2019 the Respondent signed a last chance agreement acknowledging the disturbances and agreeing not to cause any further disturbances. The Respondent has been compliant with this last chance agreement to date.

Additional evidence was presented establishing three incidents occurring in May, November, and December in which the Respondent had forgotten his keys and called for assistance to get back into his rental premises. These incidents occurred at 4:30 a.m., 10:30 p.m. and 4:00 a.m., respectively. After hours call-outs of this nature effectively create a disturbance to the Landlord and associated after hours call-out rates are charged back to the Tenant as a loss suffered by the Landlord.

I am satisfied the Respondent has repeatedly caused disturbances to both other tenants in the residential complex and to the Landlord. I find the Respondent has failed to comply with his obligation not to cause disturbances and I find the Respondent liable to the Applicant for losses suffered as a direct result of the after hours call-outs in the amount of \$155.

#### *Damages*

Evidence was presented establishing that the Respondent had lost his keys in November and required replacement keys. The Applicant provided replacement keys and charged the Respondent \$31.50 for them.

Evidence was presented establishing that a significant violent incident occurred in the Respondent's rental premises and the residential complex which resulted in damage to the toilet bowl and bathroom floor, and to the front door of the rental premises. The Respondent reported the incident and damages to the Applicant, confirmed that the entire incident was caused by a person he permitted into the rental premises, and accepted responsibility for the costs of repairs.

I am satisfied the Respondent is responsible for losing his keys and for the damages to the bathroom and front door. I find the Respondent liable to the Applicant for costs of repairs in the amount of \$582.70.

The total amount for which the Respondent is liable for the disturbances and repairs is \$737.70. However, payments have been received against those arrears totalling \$215, leaving a remaining balance owing of \$472.70.

#### *Orders*

An order will issue:

- requiring the Respondent to pay for costs of repairs and losses suffered as a direct result of after hours call-outs in the total amount of \$472.70 (p. 42(3)(e), p. 43(3)(c)); and
- requiring the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b)).

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Adelle Guigon  
Rental Officer