

IN THE MATTER between **YKDPM**, Applicant, and **DC**, 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:

YKDPM

Applicant/Landlord

-and-

DC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 4, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CW, representing the Applicant

Date of Decision: March 4, 2020

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the Applicant/Landlord against DC as the Respondent/Tenant was filed by the Rental Office January 15, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent January 23, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had repeatedly caused disturbances, and had failed to maintain the ordinary cleanliness of the assigned parking stall. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held March 4, 2020, in Yellowknife. CW appeared representing the Applicant. DC was personally served notice of the hearing January 23, 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 commencing June 1, 2019, for a fixed term to May 31, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The tenant aged detail entered into evidence represents the Landlord's accounting of monthly rent and payments received against the Respondent's rent account. A payment of \$3,000 received shortly before the hearing started was added to the rent account, reducing the rental arrears from \$7,300 to \$4,300. The last payment before today's was recorded December 18, 2019 in the amount of \$700. Either insufficient or no payments were received in four of the 10 months of the tenancy. Additionally, the rent was paid late in four of the five months that the rent was paid in full.

I am satisfied the adjusted tenant aged detail accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due and has accumulated rental arrears in the amount of \$4,300. That amount represents approximately three months' rent.

Disturbances

At the hearing, the Applicant's representative testified that in early February during a visit at the Respondent's rental premises to discuss the rental arrears it was noted that the Respondent was keeping a puppy. Although there is no prohibition in the written tenancy agreement against pets, the Respondent did not notify or request permission from the Landlord to keep a pet. At the time, the Respondent told the Applicant's representative that the puppy was a friend's and he was just keeping it while the friend was on holidays.

Approximately three weeks later, when the Applicant's representative returned from his own leave, the Applicant's representative received multiple complaints from other Tenants and cleaning staff that the puppy (now grown into a physically larger young dog) was still at the Respondent's rental premises, that the dog was being allowed to run and play in the public hallway, and that the dog was urinating and defecating in the public hallway. Additionally, upon learning that complaints had been filed against him, the Respondent had yelled at the staff and knocked on all the neighbouring Tenants' doors. The staff are now afraid to go to that floor, and neighbouring Tenants are afraid of the Respondent.

I am satisfied that the Respondent has caused disturbances by his own personal actions, by permitting the dog to run freely in the public hallway, and by permitting the dog to relieve itself in the public hallway. I find the Respondent has repeatedly and unreasonably failed to comply with the obligation not to disturb the Landlord's or other Tenants' enjoyment and possession of the residential complex.

Uncleanliness

Subsection 45(2) of the Act requires the Tenant to maintain the rental premises and all services and facilities that the Tenant has exclusive use of in a state of ordinary cleanliness. The Tenant has exclusive use of an assigned parking stall.

The Applicant's representative testified and provided photographic evidence that the Respondent has been storing miscellaneous items in a haphazard manner over the front end of his assigned parking stall throughout the tenancy. The Applicant's representative testified that he has repeatedly identified the problem to the Respondent and told him to clean it up, but the Respondent keeps storing items there and the problem seems to be getting worse rather than better. In the provided photograph recently taken, the items include shovels and equipment, a mattress and boxspring, a carpet roll, tool boxes, a jerry can, and other unidentified materials piled on, around, and over the power bar at the Respondent's assigned parking stall.

I am satisfied the Respondent has repeatedly been notified to clean up his assigned parking stall and has failed to do so. I find the Respondent has repeatedly failed to comply with the obligation to maintain the ordinary cleanliness of the parking stall to which he has exclusive use.

Termination of the tenancy agreement and eviction

In light of all three of the above referenced issues, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the rental arrears being paid in full, no further disturbances being reported, and the miscellaneous items being removed from the assigned parking stall and disposed of before the end of March.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,300 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- 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));
- requiring the Respondent to comply with his obligation to maintain the ordinary cleanliness of his assigned parking stall and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement March 31, 2020, unless:
 - (a) the rental arrears are paid in full,

- (b) no further disturbances verified as being caused by the Respondent, persons permitted in the residential complex by the Respondent, or the Respondent's pets, are reported to the Applicant, and
- (c) all the miscellaneous items stored at or near the Respondent's assigned parking stall are removed and disposed of (p. 41(4)(c), p. 43(3)(d), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises April 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer