

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

MMN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: March 11, 2020

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against MMN as the Respondent/Tenant was filed by the Rental Office January 30, 2020. 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 February 19, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, and had permitted her dogs to cause disturbances. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs, compliance with the obligation not to cause disturbances and not to breach that obligation again, termination of the tenancy agreement, and eviction.

A hearing was held March 11, 2020, by three-way teleconference. AS appeared representing the Applicant. MMN was sent notice of the hearing by registered mail deemed served February 19, 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 8, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. Either insufficient payments or no payments were received in seven of the 12 months of the tenancy.

I am satisfied the lease balance statement 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 \$1,290. That amount represents approximately six months' subsidized rent.

Damages

The Applicant's representative provided evidence that the smoke/CO2 detector in the rental premises had been damaged and required replacement. An invoice was issued to the tenant for the repair in the amount of \$95.30.

I am satisfied the Respondent is responsible for damaging the smoke/CO2 detector. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$95.30.

Disturbances

Section 19 of the written tenancy agreement requires the Tenant to comply with House Rules. Article 17 of the House Rules state that the Tenant is not permitted to keep pets on the property without the prior written permission of the Landlord, and where that permission has been given the Tenant is required to ensure the pets are cared for and are not causing disturbances.

The Applicant's representative testified that when the Respondent entered into the tenancy agreement and moved into the rental premises the Applicant consented to her keeping pets in the rental premises but at the time she did not have any pets. Shortly after moving in, the Applicant learned the Respondent had introduced a dog to the rental premises without notifying the Applicant. Verified reports of the Respondent mistreating the dog were received over the next month and warning notices were sent to the Respondent.

By September 2019, more verified reports began coming in complaining of puppies being left in the shed to cry and scream all the time. The local By-law Officer attended the rental premises with the Applicant's representative no less than four times between September 2019 and February 2020 in response to complaints regarding the dogs during which time it was confirmed that the Respondent was keeping at least two adult dogs and several puppies on the premises. None of the dogs were being properly cared for, controlled or disciplined. At least one of the adult dogs was observed loose, unattended, chasing cars and people, and creating a safety hazard. The dogs did not have collars or dog tags. Reports were further received that at least one of the dogs was aggressive, preventing utility service providers from entering the yard to read the utility metres. Repeated warning notices were sent to the Respondent by both the Landlord and the By-Law Officer regarding the disturbances caused by the pets and the care and control of the pets.

In January the Applicant's representative learned that the Respondent was not in the community and had left the pets (which now consisted of two dogs and two cats) unattended at the rental premises. The By-Law Officer again attended the rental premises with the Applicant's representative and confirmed the situation, removing the pets. The Respondent did not return to the community until the end of February.

I am satisfied that the Respondent is responsible for the pets being kept in the rental premises. I am satisfied that the Respondent has failed to ensure adequate care and control over the pets, and that as a result they have repeatedly caused disturbances. I am satisfied the Respondent has failed to comply with the provisions of the local Dog By-law. I find the Respondent has failed to comply with her obligation to ensure the pets are cared for and not causing disturbances, has failed to comply with her obligation not to cause disturbances, and as a result has repeatedly and unreasonably disturbed the Landlord's and other Tenants' enjoyment or possession of the rental premises and residential complex (i.e. neighbourhood).

Termination of the tenancy agreement and eviction

The Applicant's representative testified that communication with the Respondent was inconsistent and rarely produced a desirable outcome with respect to either the issues with the pets or with addressing the accumulated rental arrears.

In light of the Respondent's repeated failure to pay the rent in full when due, the substantial amount of subsidized rental arrears that have accumulated, and the repeated and unreasonable disturbances for which the Respondent is responsible, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representative, the termination and eviction dates will be for the end of April.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,290 (p. 41(4)(a));
- requiring the Respondent to pay costs of repairs in the amount of \$95.30 (p. 42(3)(e));
- terminating the tenancy agreement April 30, 2020 (p. 41(4)(c), p. 43(3)(d));
- evicting the Respondent from the rental premises May 1, 2020 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day she remains in the rental premises after April 30, 2020, to a maximum of \$1,625 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer