

IN THE MATTER between **NPRLP**, Applicant, and **AS**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

**NPRLP**

Applicant/Landlord

-and-

**AS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 2, 2020

**Place of the Hearing:** Yellowknife, Northwest Territories

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

**Date of Decision:** June 2, 2020

**REASONS FOR DECISION**

The Respondent was served with a notice of attendance sent by email and deemed served on April 25, 2020. The hearing was held June 2, 2020, by three-way teleconference. CDL appeared representing the Applicant. The Respondent failed to appear at the hearing and the hearing was held in their absence. A filed application was served on the Respondent on February 19, 2020, sent by registered mail and confirmed delivered.

The Applicant alleged the Respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

The parties entered into a written term tenancy agreement on February 1, 2015, which was renewed on a monthly basis on expiry.

The Applicant issued a notice of early termination pursuant to section 54 of the *Residential Tenancies Act* (the Act) on January 30, 2020, for disturbances and filed the application on February 5, 2020.

*Rent arrears*

The Applicant provided a ledger in evidence which indicated a balance of rent owing as at June 1, 2020, of \$3,181.02.

A previous order (file #16571, issued July 30, 2019) required the Respondent to pay rent arrears of \$3,013.01 and terminated the tenancy agreement on August 31, 2019, unless the rent arrears and the August 2020 rent was paid in full. These conditions were not satisfied and the Respondent remains in possession of the rental premises.

Since the issuance of the previous order, \$11,338 has been charged in rent and penalties for late rent. The Respondent has paid a total of \$11,269.99 during the same period. Applying payments first to the accrued rent since the previous order, there are only \$168.01 of “new arrears.” The remaining \$3,013.01 are arrears included in the previous order which is still enforceable.

I find rent arrears of \$168.01 have accumulated since the last rental officer order was issued. An order shall issue requiring the Respondent to pay the Applicant \$168.01.

*Disturbances*

The Applicant provided three written warning notices served on the Respondent regarding loud music, parties, and intoxicated guests in the common areas of the residential complex. The Applicant also provided five "telelink" messages containing complaints regarding disturbances caused by the Respondent and their guests. It appears that some of these messages from other tenants were referred to the Applicant's security contractor, but there is no evidence that security personnel attended the premises to confirm or resolve the incident. I do not find the "telelink" messages to be sufficient to determine the accuracy or the severity of the incidents.

There is a single report regarding an incident on January 25, 2020, written by an employee of the Applicant who attended the premises and observed the disturbance. In that report, it is noted that the police were in attendance and there was considerable yelling and screaming. The incident occurred at 4:00 p.m. on a Saturday.

I am satisfied from the evidence that some disturbance has occurred, but in my opinion the evidence does not warrant the eviction of the Respondent. An order requiring the Respondent to comply with their obligation to not disturb other tenants and to not create any disturbance in the future shall issue.

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Hal Logsdon  
Rental Officer