

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

MP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 27, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the Applicant
MP, Respondent

Date of Decision: May 27, 2020

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office February 13, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served March 5, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, and had repeatedly disturbed the Landlord's enjoyment or possession of the rental premises or residential complex. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing scheduled for March 31, 2020, was cancelled due to the COVID-19 pandemic restrictions. A hearing re-scheduled for May 14, 2020, was again postponed at the request of the Respondent. The hearing was re-scheduled and held May 27, 2020, by three-way teleconference. AB appeared representing the Applicant. MP appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 3, 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 \$365 per month. No payments were received in 8 of the 14 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent admitted that she thought the two \$1,000 payments she made were in March and April, but conceded that the accounting in the lease balance statement showing those two payments were made in February and March was likely accurate. The Respondent also indicated that she has been ill and unable to work for several months at a time during her tenancy which contributed to her inability to make rent payments. However, the Respondent committed to paying the rental arrears in full by the next day after the hearing.

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 rent and has accumulated rental arrears in the amount of \$939. That amount represents approximately three months' subsidized rent.

Disturbances

The Applicant included in the application a notice sent to the Respondent February 4, 2020, referencing verbal abuse by the Respondent against the Applicant's staff. Also included in the application was a disc with audio recordings of voicemail messages left by the Respondent on the Applicant's phone. The voicemails depict abusive and accusatory allegations and threats against the Applicant and their staff. Clearly the Respondent was frustrated with her perception of the Applicant's failure to adequately respond to complaints made by the Respondent regarding a neighbouring Tenant's disruptive behaviours and regarding the alleged condition of the premises. However, the Respondent's behaviour and accusations as recorded in the voicemails was offensive, threatening, and abusive, and effectively interfered with the Applicant's staff's mental well-being and enjoyment of their positions as agents of the Landlord.

The Respondent apologized on the record for her behaviour and referenced previous voicemail messages left since the incidents in February apologizing to the Applicant's staff. The Respondent went on to explain at length her frustration as it relates to the allegedly ongoing disturbances and illegal activities coming from her neighbour's premises and the effects of those disturbances on herself and her children, allegations that the rental premises she was assigned has been in a condition since she moved in that is unhealthy and causing medical distress to herself and her children, and allegations that the Landlord has failed to adequately respond to either of the sets of complaints, including her request to be transferred to more suitable accommodations for her medical needs.

It was explained repeatedly to the Respondent at hearing that while she may have legitimate grievances of her own against the Landlord that she would have to make her own application to a rental officer to have those issues heard separately. She was encouraged to continue communicating with the Applicant's representative regarding all of the issues she has referenced, and the Applicant's representative was encouraged to investigate further into those allegations. The Respondent was also encouraged to seek legal advice, and to make her own application to a rental officer should she continue to feel the Landlord has not adequately responded to her concerns.

With respect to the Applicant's claim that the Respondent disturbed the Landlord's enjoyment or possession of the rental premises or residential complex, I am satisfied that the Respondent did cause disturbances due to the nature of the accusations, allegations, and threats referenced in the voicemail messages. I do recognize the Respondent's efforts since filing of the application to monitor the tone and nature of her interactions with the Landlord's staff. I find the Respondent has failed to comply with her obligation prohibiting disturbances.

Termination of the tenancy agreement and eviction

I am not satisfied termination of the tenancy agreement and eviction are justified based on the disturbances. I am, however, satisfied that termination of the tenancy agreement is justified based on the Respondent's repeated failure to pay the rent and the amount of subsidized rental arrears that have accumulated. By agreement with the parties, the termination order will be conditional on the Respondent paying the rental arrears in full and paying her future rent on time. An eviction order will not issue at this time. The Applicant has leave to re-apply for an eviction order should the termination of the tenancy agreement become effective and the Respondent does not vacate the rental premises.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$939 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with her obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b)); and
- terminating the tenancy agreement August 31, 2020, unless the rental arrears are paid in full and the monthly subsidized rents for June, July, and August are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer