

IN THE MATTER between **NTHC**, Applicant, and **HM and NL**, Respondents.

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-

HM and NL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 21, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant

Date of Decision: May 21, 2020

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against HM and NL as the Respondents/Tenants was filed by the Rental Office February 13, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents February 26, 2020.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, had repeatedly caused disturbances, had committed illegal activities in the rental premises, and had failed to pay utilities. An order was sought for payment of the rental arrears, payment of future rent on time, compliance with the obligation not to cause disturbances and not to breach that obligation again, compliance with the obligation not to commit illegal activities in the rental premises, termination of the tenancy agreement, and eviction.

A hearing scheduled for April 14, 2020, was postponed by one day at the request of the Applicant. The hearing scheduled for April 15, 2020, was cancelled due to the COVID-19 pandemic restrictions. The hearing was re-scheduled and held on May 21, 2020, by three-way teleconference. TM and LE appeared representing the Applicant. HM and NL were served notices of the hearing by registered mail signed for May 15, 2020. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' 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 February 1, 2017. 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 Respondents' rent account. All rents have been subsidized and are currently assessed at \$75 per month. There have been no payments received in 18 of the last 24 months of the tenancy. The last payment was recorded October 11, 2019, in the amount of \$50. The Applicant's representative testified that they have received no communications from the Respondents regarding their rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent and have accumulated rental arrears in the amount of \$1,570. That amount represents approximately 16 months' subsidized rent.

Disturbances

The rental premises consists of one unit in a multi-plex building. The Applicant's representative testified to having received multiple complaints neighbouring Tenants on nearly a daily basis since the Respondents moved into the rental premises regarding loud parties, yelling, and a high number of people coming and going at all hours. The Landlord has attended the premises personally to speak with the Respondent about the issues, and there have been three written notices issued. The last complaint was received in February, after the application to a rental officer was filed, and there have been no more complaints received since.

I am satisfied a pattern of repeated and unreasonable disturbances has been made out for which the Respondents are responsible. I find the Respondents have repeatedly failed to comply with their obligation not to disturb the Landlord's or other Tenants' enjoyment or possession of the rental premises or residential complex.

Illegal activities

Allegations were made in the complaints of disturbances that drug-related illegal activities were occurring at the rental premises. However, no direct evidence was provided to support those allegations. That being the case, I cannot be satisfied that the Respondents committed or permitted the commission of illegal acts at the rental premises.

Utilities

An allegation was made within the application that one of the reasons relied on for justifying the termination of the tenancy agreement was that the Respondents had failed to pay their electricity bill resulting in a load limiter being installed. No documentary evidence was presented to support this claim, although the Applicant's representative did testify to receiving an email from the local electricity provider notifying the Landlord that a load limiter would be installed at the rental premise as a result of unpaid electricity bills.

Section 8 of the written tenancy agreement does clearly hold the Tenant responsible for utilities, including the electricity, to the rental premises. The Respondents are responsible to the electricity provider for the monetary debt, but failing to pay those bills also constitutes a breach of their section 8 obligation to the Landlord.

I have no reason to disbelieve the Applicant's representative's testimony that they received the notice from the electricity provider, and I believe it more likely than not that the Respondents did fail to pay their electricity bills at that point. However, I am not satisfied that there is enough of a breach on this obligation to support terminating the tenancy agreement.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent, the substantial amount of subsidized rental arrears that have accumulated, and the repeated and unreasonable disturbances caused by the Respondents, I am satisfied termination of the tenancy agreement and eviction are justified. Taking into account that the disturbances appear to have diminished in recent months, and by agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondents paying the rental arrears in full, paying their future rent on time, and no further disturbances being caused by the Respondents.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears of \$1,570 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondents to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));

- terminating the tenancy agreement August 31, 2020, unless the rental arrears are paid in full, the monthly subsidized rents for June, July, and August are paid on time, and no further disturbances are reported to the Landlord (p. 41(4)(c), p. 43(3)(d), ss. 83(2)); and
- evicting the Respondents from the rental premises September 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer