

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

AW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 20, 2020

Place of the Hearing: Yellowknife, Northwest Territories

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

Date of Decision: May 20, 2020

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against AW as the Respondent/Tenant was filed by the Rental Office February 27, 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 Respondent March 17, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused disturbances. 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, termination of the tenancy agreement, and eviction.

A hearing scheduled for April 15, 2020, was cancelled due to the COVID-19 pandemic restrictions. The hearing was re-scheduled and held May 20, 2020, by three-way teleconference. TM, LE, and RM appeared representing the Applicant. AW was served with notice of the hearing by registered mail deemed served April 24, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). 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 June 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 \$75 per month. No payments have been received in nine of the 12 months of the tenancy. At the time that the application was made, the Respondent had accumulated rental arrears in the amount of \$595. Since then, the Respondent has made two sufficient payments to reduce the balance, yet he did not pay enough in April to cover the rent and has not made any payments towards rent for May.

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 \$160. That amount represents approximately two months' subsidized rent.

Disturbances

Evidence was presented establishing a repeated pattern of partying and related disturbances occurring at and from the rental premises at all hours. The rental premises is one unit of a duplex, with other Tenants of the Landlord occupying the second unit as well as neighbouring duplexes. Four complaints were received within the first week that the Respondent moved into the rental premises, at which time the Landlord spoke with the Respondent. No further substantive complaints were received again until October and November 2019, at which time the Landlord had to attend to remove guests from the premises; the Landlord spoke with the Respondent then as well. By February 2020 more complaints had been received, so the Landlord issued the Respondent a formal written notice and then filed the application to a rental officer. No additional complaints have been received since February.

I am satisfied there has been a repeated pattern of disturbances occurring at or from the rental premises. I find the Respondent has failed to comply with his obligation not to disturb the Landlord's or other Tenants' enjoyment or possession of the rental premises or residential complex.

Termination of the tenancy agreement and eviction

I am not satisfied that termination of the tenancy agreement and eviction are justified based on the reported disturbances. However, I am satisfied that termination of the tenancy agreement and eviction are justified based on the Respondent's repeated failure to pay the rent. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying his future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$160 (p. 41(4)(a));
- requiring the Respondent to pay his rent on time in the future (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));
- 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)); and
- evicting the Respondent 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