

IN THE MATTER between **NTHC**, Applicant, **SS**, 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 **Janice Laycock, Rental Officer**,

BETWEEN:

NTHC

Applicant/Landlord

-and-

SS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 14, 2020

Place of the Hearing: Yellowknife, Northwest Territories

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

Date of Decision: July 15, 2020

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against SS as the Respondent/Tenant was filed by the Rental Office on June 5, 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 personal service on June 18, 2020.

The Applicant claimed the Respondent had caused damages to the rental premises and had disrupted other Tenants' possession or enjoyment of the rental premises or residential complex. An order was sought for compensation for the expenses related to repairing the damages, as well as termination of the tenancy agreement and eviction for the breaches related to the disturbances.

A hearing was held on July 14, 2020, by three-way teleconference. Appearing at the hearing were: Janice Laycock, Rental Officer; AB, representing the Applicant; and SS as the Respondent. At the hearing I asked for an updated lease balance statement to be provided and reserved my decision pending receipt and review of the information. The additional information requested was received at the Rental Office just after the conclusion of the hearing on July 14, 2020.

Tenancy agreement

The Applicant testified and evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing beginning on September 5, 2018, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Damages

The Applicant testified and provided evidence that the Respondent had accrued charges for repairing damages related to three broken windows in the fall of 2019 in the amount of \$1,917.30, and a number of charges for staff to go to the rental premises to reset the electricity load limiter in the amount of \$970.20.

It was explained that the Respondent is responsible under their tenancy agreement to pay for power to the unit. When they do not pay or get behind on their bills the utility company may limit the amount of power to allow for heating the unit. If more power than is allowed by the limiter is used, the power goes out and the limiter must be reset. The Applicant is responsible for visiting the rental unit to reset the limiter.

The Applicant testified that the Respondent or people that they allowed into the unit kept tripping the limiter and requesting it be reset. According to the evidence provided, the Applicant is seeking compensation for staff to attend the rental unit to reset the load limiter on February 10, 2020, for \$277.20, on February 23, 2020, (along with checking furnace) for \$332.64, on March 10, 2020, for \$277.20, and on March 12, 2020, for \$83.16.

The Applicant testified that the Respondent had made progress on their payments, but based on the latest lease balance statement the Respondent still owed \$1,287.50 for costs of repairs as of July 8, 2020.

At the hearing, the Respondent confirmed that the damages and call-outs were their responsibility and testified that they were trying to pay off the damages on their own. They committed to continue paying what they could, and felt confident that they could pay at least \$600 on the remaining balance by October 31, 2020.

Based on the evidence and the testimony of the parties I am satisfied that the Respondent is currently responsible for costs of repairs in the amount of \$1,287.50.

Disturbances

According to the testimony and evidence provided by the Applicant, the Respondent or persons that they have allowed into the residential complex have repeatedly disturbed other Tenants' possession or enjoyment of the rental premises or residential complex contrary to subsection 43(1) of the Act. The Applicant provided correspondence and evidence of the disturbances going back to just after the tenant moved into the unit as follows:

- a November 13, 2018, letter to the Respondent from the Applicant about a complaint received alleging partying late at night, slamming doors, yelling and arguments in the middle of the night, and bothering other tenants for cigarettes or rides;
- February 25, 2019, further complaints were received alleging serious noise disturbances and disruptive behaviour, including traffic to and from unit, drinking, yelling occurring daily and increased over past few months;
- on May 23, 2019, a final notice was sent to the Respondent by the Applicant regarding complaints about noise, 24/7 traffic, and yelling;
- on May 23, 2019, a last chance agreement was signed by the Respondent relating to arrears and disturbances;

- from March 9 to May 28, 2020, there are notes on the file included as evidence that document about 15 complaints relating to the Respondent or people they allowed into the rental premises (when the power was limited) partying, yelling, fighting, banging on other Tenants' doors, coming and going, and generally waking up other Tenants with the noise. One complaint on May 25th was about an assault on a neighbour by persons allowed into the rental premises.

The Applicant testified that although another complaint was received on June 5, 2020, the situation has improved since then. The Respondent testified that they have secured financial support and have the power back on and are living in the unit again. She stated that she is trying to improve the situation as she is expecting a child. The Respondent asked for another chance.

In reviewing the testimony and evidence I am satisfied the Respondent has repeatedly breached subsection 43(1) of the Act and that termination and eviction are justified consequences. However, based on the testimonies of the Applicant and the Respondent, I am prepared to make the termination of the tenancy conditional on the Respondent complying with their obligation not to disturb other Tenants' enjoyment of the rental premises or residential complex.

An Order will be issued:

- requiring the Respondent to comply with their obligation not to disturb other Tenants' possession or enjoyment of the rental premises or residential complex and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Respondent to pay the Applicant for costs of repairs totalling \$1,287.50 (p. 42(3)(e));
- terminating the tenancy agreement on October 31, 2020, unless at least \$600 is paid towards the outstanding costs of repairs and there are no further disturbances verified as being caused by the Respondent or persons permitted on the rental premises or residential complex by the Respondent (p. 43(3)(d) and ss 83(2)).
- evicting the Respondent from the rental premises on or after November 1, 2020 if the termination of the tenancy agreement becomes effective (p. 63(4)(a)).

Janice Laycock
Rental Officer