

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

EB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 26, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	August 26, 2020

REASONS FOR DECISION

An application to a rental officer made by the FRHA on behalf of the NTHC as the Applicant/Landlord against EB as the Respondent/Tenant was filed by the Rental Office on July 15, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the Respondent on July 29, 2020.

The Applicant claimed that the Respondent was responsible for damages to the rental premises and had repeatedly disturbed other tenants' possession or enjoyment of the residential complex. An order was sought for payment of expenses related to the damages as well as termination of the tenancy agreement and eviction.

A hearing was held August 26, 2020, by three-way teleconference. Appearing at the hearing were Janice Laycock, Rental Officer, and MU, representing the Applicant. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing it was clarified that the Applicant was seeking an order for payment of expenses related to repairing damages under paragraph 42(3)(e) of the Act, termination related to the disturbances under paragraph 43(3)(d) of the Act and eviction under 63(4)(a) of the Act.

Previous Rental Officer order

Rental Officer Order #15822 was issued March 7, 2018. Under this order:

- the Respondent was required to comply with their obligation not to disturb the Landlord or other tenants' possession or enjoyment of the rental premises or residential complex, and not to breach that obligation again;
- the tenancy agreement between the parties was ordered terminated May 31, 2018, unless no further reports of verified disturbances caused by the Respondent or persons permitted on the rental premises or residential complex by the Respondent were reported to the Applicant; and
- if the termination of the tenancy agreement became effective the Respondent would be evicted from the rental premises June 1, 2018.

Tenancy agreement

The Applicant provided evidence establishing a residential tenancy agreement between the parties beginning April 1, 2014 and continuing month to month. The Applicant testified that the tenancy agreement was not terminated as provided for in the previous Rental Officer order. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Tenant damages

Under subsection 42(1) of the Act, the Tenant is responsible for repairing damages to the rental premises and residential complex caused by the wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant. The Applicant provided as evidence photos showing damages to the exterior door and screen door, as well as the work order detailing costs totalling \$1,284.89 for materials and labour to replace the doors and frame.

At the hearing the Applicant was asked if it was possible that the damages had been caused by someone other than the Respondent or a guest of the Respondent. The Applicant testified that the Respondent had not reported the damages to either the RCMP or the Applicant, and when questioned about the damages the Respondent had accepted responsibility for them.

I am satisfied that the damages are the responsibility of the Respondent and that the costs claimed for the repairs are reasonable and supported by documentation. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$1,284.89.

Disturbances - termination of the tenancy agreement and eviction

Under subsection 43(1) and 43(2) of the Act the Tenant shall not disturb the Landlord's or other Tenants' possession or enjoyment of the rental premises or residential complex, and a disturbance caused by a person permitted by a Tenant to enter the residential complex or the rental premises of the Tenant is deemed to be a disturbance caused by the Tenant.

Paragraph 12(c) of the written tenancy agreement between the parties requires the Tenant to conduct themselves and require their guests to conduct themselves in a manner that will not disturb the Landlord or other Tenants.

The Applicant testified and provided evidence that the Respondent or persons that they permitted on the rental premises have disturbed other Tenants, including Tenants in the residential complex and in adjacent buildings. Based on numerous complaints the following notices were provided to the Respondent:

- March 2, 2020 - constant partying;
- April 22, 2020 - ongoing issues with disturbances;
- June 10, 2020 - received daily complaints about continuous disturbances, home visit by Manager, Housing Authority found the Respondent intoxicated and the RCMP had to be called;
- June 12, 2020 - last chance agreement signed - Respondent agreed to stop disturbances;
- July 6, 2020 - notice of ongoing disturbances that haven't slowed down.

Based on the evidence and testimony of the Applicant I am satisfied that despite the notices and last chance agreement signed by the Respondent, that the disturbances continue. The Respondent has repeatedly breached the Act and his tenancy agreement, and I find that termination and eviction are justified.

Order

An order will be issued:

- requiring the Respondent to pay to the Applicant expenses for the repair of damages totaling \$1,284.89 (p. 42(3)(e));
- terminating the tenancy agreement on September 15, 2020, and requiring the Respondent to vacate the rental premises on that date (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on or after September 16, 2020 (p. 63(4)(a)).

Janice Laycock
Rental Officer