

IN THE MATTER between **NTHC**, Applicant, and **RG and MC**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

RG and MC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 15, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JM, representing the Applicant
AW, representing the Applicant
RG, Respondent
MC, Respondent

Date of Decision: September 17, 2020

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on March 5, 2020. The premises are subsidized public housing and the latest rent assessment is \$890 per month. A security deposit of \$1,625 has been paid in full.

The Applicant alleged that the Respondents had breached the tenancy agreement by repeatedly disturbing other tenants and failing to pay rent. The Applicant also alleged that since the application was filed on August 12, 2020, the Respondents had failed to report the household income as required by article 6 of the tenancy agreement. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents from the rental premises.

The Applicant testified that no notice had been received from the Respondents regarding their inability to pay the rent due to the COVID-19 pandemic.

The Applicant served a notice on the Respondents on May 6, 2020, regarding complaints of excessive noise received from other tenants in the neighbourhood. A second notice was served on the Respondents on June 25, 2020, regarding excessive noise and partying. On July 6, 2020, a "last chance agreement" was hand delivered to the Respondents seeking their commitment to not disturb other tenants in order to maintain their tenancy. The Applicant testified that no response was received from the Respondents and an application was filed on August 12, 2020.

The Applicant provided copies of emails received from other tenants and neighbours, and file notes outlining disturbances, on July 8th, August 4th, August 17th, August 19th, September 8th, and September 9th, 2020. The Applicant testified that complaints had been received from several households who live in the vicinity of the Respondents' unit.

The Applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at September 1, 2020, in the amount of \$2,349. The Applicant testified that no payments had been received since that date.

The Applicant testified that the Respondents were sent an email on June 17, 2020, requesting household income information required pursuant to Article 6 of the tenancy agreement. No income information has been received.

The Respondents stated that the disturbances were primarily the result of outside gatherings and parties, and that the disturbing parties were not invited and some were not even known to the Applicants. They stated that they had repeatedly tried to prevent persons from coming on to their property but had been unable to curtail unwanted persons from gathering in their yard. The Respondents acknowledged that the police had attended the property numerous times and on one occasion were summoned by themselves.

The Respondents also acknowledged that many of the disturbing individuals were visitors to the community from the Respondents' home community and that the Respondents often participated in the partying. The Respondents acknowledged that the disturbances were often fuelled by excessive alcohol consumption, but stated that they were no longer drinking so the disturbances would stop. The Respondents stated they did not receive the "last chance agreement".

The Respondents did not dispute the rent arrears.

Rent arrears

I find the ledger in order and I find the Respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2,349. An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$2,349.

Income Reporting

Article 6 of the tenancy agreement requires the Tenant to report the household income whenever the Landlord requests it. The evidence indicates that a request has been made and that the Respondents have not complied. I find the Respondents in breach of that obligation. An order shall issue requiring the Respondents to comply with the obligation to report the household income in accordance with Article 6 of the tenancy agreement.

Disturbances

Complaints about disturbances started only two months after this tenancy agreement started and do not show any significant signs of abatement. It is difficult to believe that the Respondents have been unable to keep the disturbing parties from assembling at their house. Clearly, persons assemble in the yard because the tenants permit them to do so, and they enter the premises with the Tenants' permission. Persons simply do not choose a yard to hold a party in at random.

One would reasonably expect that the notices provided to the Respondents would alert them to the significance of the disturbances and the risk of termination of their tenancy. However, there is no sign that the Respondents have taken any heed of these warnings. It is difficult to believe that now that there has been a hearing the Respondents will suddenly take action to eliminate the disturbances.

It is clear that the Respondents have upset the peace and quiet of a neighbourhood that the Applicant described as previously quiet. Repeated disturbances is a particularly serious breach of the *Residential Tenancies Act* as it not only affects the Landlord but all of the other Tenants who have a right to peace and quiet.

In my opinion, there are sufficient grounds to terminate this tenancy agreement and issue an eviction order. The Respondents have shown little inclination or effort to eliminate the disturbances. The other Tenants and residents should not have to continue to suffer the disturbances on the faint promise that the Respondents will finally make an effort to eliminate the problem.

An order shall issue terminating the tenancy agreement on October 31, 2020. An eviction order shall become effective on November 1, 2020.

Hal Logsdon
Rental Officer