

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

BETWEEN:

NTHC

Applicant/Landlord

-and-

SS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 6, 2020**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **MB, representing the Applicant**

Date of Decision: **October 6, 2020**

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in his absence.

The written term tenancy agreement between the parties expired on June 30, 2020, and was renewed as a monthly tenancy. The premises are subsidized public housing and the monthly rent is currently assessed at \$150. The residential complex is a duplex.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and by disturbing other Tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, to terminate the tenancy agreement, and to evict the Respondent.

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

A previous order (file #16332, issued on January 23, 2019) has been satisfied.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of rent owing in the amount of \$481.12.

Three written notices served on the Respondent concerning disturbances were also provided in evidence. The first, dated March 17, 2020, noted that numerous complaints had been received alleging that the Respondent was selling illegal substances from the rental premises. Another notice, dated April 21, 2020, noted excessive noise coming from the premises. A third notice, dated April 27, 2020, stated that the Landlord would file an application regarding on-going disturbances and noted that the COVID-19 health orders prohibited indoor gatherings.

The Applicant stated that numerous complaints had been received from occupants of the residential complex as well as occupants of adjoining premises, operated by the Applicant. Complaints usually referred to constant traffic to and from the premises at all hours of the day and night. The Applicant stated that they had not received any complaints since April 2020.

I find the lease balance statement in order and I find the Respondent in breach of their obligation to pay rent. I find rent arrears of \$481.12. I find the Respondent in breach of his obligation to not disturb other Tenants, but note that the disturbances appear to have abated since the issuance of notices by the Landlord. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid and to order the Respondent to cease disturbances and to not cause any disturbances in the future.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$481.12, to comply with their obligation to not disturb other Tenants, to not cause any disturbance in the future, and to pay future rent on time. The order shall terminate the tenancy agreement on November 15, 2020, unless the rent arrears and the rent for November 2020 in the total amount of \$631.12 is paid. An eviction order shall become effective on November 16, 2020, unless the rent arrears and the November rent in the total amount of \$631.12 is paid on or before November 15, 2020.

Hal Logsdon
Rental Officer