

IN THE MATTER between **NTHC**, Applicant, and **CM and VF**, 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-

CM and VF

Respondents/Tenants

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

The written tenancy agreement between the parties was made for a term which commenced on March 18, 2020, and ends on June 30, 2021. The premises are subsidized public housing and the monthly assessed rent is currently \$75. The premises are a 4-unit multiplex.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent, causing damages to the premises, and repeatedly disturbing other tenants. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears and repair costs, to terminate the tenancy agreement, and to evict the Respondents.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance owing of \$418.20. This amount includes rent arrears of \$143 and repair costs for a broken window in the amount of \$275.20.

The Applicant also provided three written notices dated March 27, April 6, and April 20, 2020, served on the Respondents noting complaints that had been made by other tenants concerning disturbances.

There was also a note to file provided in evidence indicating that a complaint had been received on June 18, 2020, concerning a party which had gone on all night at the Respondents' premises. The Applicant testified that the disturbances were the result of loud parties which started as soon as the Respondents took possession. The Applicant noted that the parties took place during which COVID-19 regulations were in effect limiting the number of persons occupying a dwelling and that elders in the community were concerned for their safety.

The Applicant stated that she believed the window had been broken by the Respondents or persons permitted on the premises by the Respondents.

I find the Respondents in breach of their obligation to pay rent. I find the Respondents in breach of their obligation to repair damages to the premises. I find the Respondents in breach of obligation not to disturb other tenants in the residential complex. I find the rent arrears to be \$143 and I find the repair costs of \$275.20 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement due to the continual disturbances created by the Respondents.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$143 and repair costs in the amount of \$275.20. The tenancy shall be terminated on November 15, 2020, and an eviction order shall become effective on November 16, 2020, if the Respondents fail to give up possession as ordered.

Hal Logsdon
Rental Officer