

IN THE MATTER between **SNL**, Applicant, and **MN**, 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 **Adelle Guigon**, Rental Officer;

BETWEEN:

SNL

Applicant/Landlord

-and-

MN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 14, 2020**

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

Appearances at Hearing: **SNL, Applicant**

Date of Decision: **October 14, 2020**

REASONS FOR DECISION

An application to a rental officer made by SNL as the Applicant/Landlord against MN as the Respondent/Tenant was filed by the Rental Office September 2, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent September 9, 2020.

The Applicant alleged the Respondent had repeatedly and unreasonably caused disturbances. An order was sought for termination of the tenancy agreement.

A hearing was held October 14, 2020, by three-way teleconference. SNL appeared as Applicant. MN was personally served notice of the hearing September 9, 2020. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant testified that she and the Respondent had entered into a written tenancy agreement that started May 15, 2020, for a fixed-term to May 1, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances

Evidence was included with the application establishing that between May 15th and August 27th there were at least six incidents of disturbances verified as being caused by the Respondent or persons that the Respondent had permitted into the residential complex. The nature of the disturbances included bothering neighbouring tenants at all hours to be let into the premises after losing her keys, blocking the main entry doors open, excessive noise, fighting, and yelling late at night and early in the morning, and one incident of encouraging a friend to climb up the outside of the building to the Respondent's top-floor apartment. RCMP were called twice to respond to the incidents. The Applicant testified that she had spoken directly with the Respondent after each incident, requesting the Respondent modify her behaviour accordingly.

The rental premises is part of a condominium corporation for a multi-unit building. The condominium corporation sent notices to the Landlord twice regarding the reported disturbances, and then sent a notice directly to the Tenant regarding the reported disturbances.

It appears that the message about the inappropriateness of the disturbances and the potential consequences to the Respondent's tenancy should the disturbances continue were not appreciated by the Respondent until she was served with the filed application to a rental officer. The Applicant testified that no further disturbances have been reported since the August 27th incident. Additionally, the Applicant has continued to have good communication with the Respondent. That being said, the Applicant was hesitant to suggest that the issue had necessarily been resolved as doubts existed as to whether the good behaviour would continue after the conclusion of this hearing.

I am satisfied that the reported disturbances originated from the Respondent or persons the Respondent permitted in the residential complex. I find the Respondent has repeatedly failed to comply with her obligation not to cause disturbances.

Termination of the tenancy agreement and eviction

The Applicant testified that although she must acknowledge the effect the disturbances have had on the other Tenants in the building, and that their right to quiet enjoyment of the residential complex must be respected, the Applicant did not wish to end the tenancy if it wasn't absolutely necessary.

Given the repeated pattern over the first three months of the tenancy, I am satisfied termination of the tenancy agreement and eviction are justified, but balanced against the Respondent's positive response over the last month and a half I am of the opinion that this matter would be an excellent candidate for tiered conditional termination and eviction orders. Once explained to the Applicant, she agreed to this proposed solution which would give the Respondent an opportunity to show that she could respect her neighbours' right not to be disturbed while ensuring that should the Respondent fail in this regard the neighbours would not be required to suffer for an unreasonably long period of time before the Respondent was evicted. The Applicant agreed to tiered conditional termination and eviction orders such that if any further disturbances verified as being caused by the Respondent and/or her guests were reported to the Applicant, then the tenancy would end and the Respondent would be evicted January 1, 2021, March 1, 2021, or May 1, 2021, dependent on when the disturbances occur.

Orders

An order will issue:

- requiring the Respondent to comply with her obligation not to cause disturbances, and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement December 31, 2020, February 28, 2021, and April 30, 2021, unless no further disturbances verified as being caused by the Respondent or persons permitted on the rental premises or residential complex are reported to the Applicant (p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises January 1, 2021, March 1, 2021, and May 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer