

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

SI

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 12, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant SI, Respondent
<u>Date of Decision:</u>	November 12, 2020

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against SI as the Respondent/Tenant was filed by the Rental Office on October 8, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail delivered October 23, 2020.

The Applicant claimed that the Respondent had arrears for previous tenant damages and had repeatedly disturbed other tenants. An order was sought for payment of the remaining expenses related to the repair of damages, and termination of the tenancy agreement and eviction due to the disturbances.

A hearing was scheduled for November 12, 2020, and notice was provided to both parties. The hearing proceeded by three-way teleconference. AS appeared representing the Applicant and SI appeared as the Respondent.

Tenancy agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing commencing on January 1, 2016, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Damages

According to the evidence and testimony of the Applicant, the Respondent had moved from a rental unit at 3-942 Mackenzie Highway to their current rental unit on November 8, 2019. When they moved, cleaning was required costing \$210, the drywall needed repair costing \$55.65, and the provided mattress needed to be replaced because of damage by the Respondent's dog costing \$1,077.65.

At the hearing the Applicant testified that the mattress was new when the Respondent moved into the rental unit and the charge of \$899 to replace the mattress did not include GST. Also, the additional charge of \$127.35 added onto the cost of the mattress was to compensate the owners of the unit for finding a new mattress, making the order, delivering the mattress to the unit, and installing it. They felt that these were reasonable charges.

At the hearing the Respondent agreed that they were responsible for the damages and agreed with the assessment of costs totalling \$1,343.30.

According to the lease balance statement and the testimony of the Applicant, the Respondent has been making payments since the damages were reported in November 2019. They have paid a total of \$600 to date. This represents the entire costs for cleaning and repair of the drywall, and \$334.35 towards the cost of the new mattress. The Respondent owes a further \$743.30 for the mattress. The Applicant asked for an order to pay. The Respondent agreed with the assessment of costs and promised to continue to pay off this debt.

I am satisfied that the expenses claimed for replacement of the mattress are reasonable and I find the Respondent currently owes a remaining balance of \$743.30.

Disturbances

Previous Rental Officer Order #16738 dated November 27, 2019, ordered the Respondent to “comply with their obligation not to disturb the landlord’s or other tenants’ enjoyment or possession of the rental premises or residential complex, and must not breach this obligation again.”

According to the evidence and testimony of the Applicant, the Respondent has continued to cause disturbances in breach of their obligation under the Act and their written tenancy agreement, and in contravention of the previous Order. The Applicant provided documentation of incidents:

- April 4, 2020 - altercation in apartment and the RCMP were called - warning letter sent;
- June 4, 2020 - drinking and loud noises, complaints from tenants - warning letter sent;
- September 25, 2020 - drinking and threatening behaviour to other tenants - last chance agreement signed with Respondent;
- September 28, 2020 - two more complaints, threatening behaviour to other tenants, threatened to kill them, yelling, RCMP called - notice about proceeding to Rental Office.

The Respondent admitted that they have mental health challenges and when they forget to take their medication they can start drinking and get into trouble.

Based on the evidence and testimony of the parties I find that the Respondent has repeatedly breached their obligation under the Act and written tenancy agreement not to cause disturbances, and has failed to comply with Rental Officer Order #16738 not to cause further disturbances and not to breach that obligation again.

Termination of the tenancy agreement and eviction

The Applicant testified that since the application was filed in early October the Respondent has not caused any further disturbances and encouraged them to continue this positive behaviour. The Applicant agreed to conditional termination and eviction orders, and expressed support for the Respondent, who they described as a good person who anyone would want to know. The Respondent admitted that this application was a wake-up call and promised to comply with their obligation not to disturb other Tenants in the residential complex.

In light of the Respondent's repeated breach of their obligation under subsections 43(1) and (2) of the Act and the contravention of the previous Rental Officer order, I am satisfied that termination of the tenancy agreement and eviction is justified. However, with the support of the Applicant and considering the recent behaviour of the Respondent and their promise to not cause further disturbances, the orders will be conditional. If there are further disturbances cause by the Respondent or those they allow into the rental premises, the tenancy will be terminated on February 28, 2021, and the Respondent will be evicted on March 1, 2021.

Orders

An order will be issued:

- requiring the Respondent to pay remaining costs of repairs totalling \$743.30 (p. 42(3)(e));
- requiring the Respondent not to disturb the Landlord's or other Tenants' possession or enjoyment of the rental premises or residential complex and not to breach this obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement on February 28, 2021, and requiring the Respondent to vacate the rental premises on that date if there are any further disturbances (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on or after March 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer