

IN THE MATTER between **YKD**, Applicant, and **RV**, 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:

YKD

Applicant/Landlord

-and-

RV

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SS, representing the Applicant

Date of Decision: November 12, 2020

REASONS FOR DECISION

An application to a rental officer made by YKD Property Management as the Applicant/Landlord against RV 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 Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received October 18, 2020, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant claimed that the Respondent had rental arrears and had caused disturbances. An order was sought for payment of rent owing, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 12, 2020, and notice was provided to both parties. The hearing proceeded by three-way teleconference. SS appeared representing the Applicant. No one appeared at the hearing for the Respondent. As the Respondent had received notice of the hearing by email deemed served on October 18, 2020, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter - style of cause

It was noted that the provided tenancy agreement identified the Landlord as YKD. The style of cause for this matter was amended to reflect the Applicant/Landlord as YKD.

Tenancy agreement

Evidence was presented establishing a tenancy agreement for the period from November 1, 2013, to October 31, 2014, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The statement entered into evidence provides information on the charges and payments on the rental account during the period when the rental arrears accrued. According to this statement the rent was \$1,800 per month on June 1, 2020, and increased to \$2,257.75 on September 1, 2020. The Applicant testified that the Respondent received three months' notice of the rent increase and explained that starting in July 2020 the rent did not increase, but a charge of \$57.75 was added to the rent for additional storage that the Respondent had requested, making the monthly rent for July and August \$1,857.75.

During the period from June 1, 2020, to October 1, 2020, according to the evidence and the testimony of the Applicant, the total rent charged was \$9,973.25 and rent paid was \$1,700, leaving a balance owing of \$8,273.25. This statement also included interest on overdue rent totalling \$134.18. The Applicant testified that the interest was included in error and they would not be charging this amount or any amount for late rent penalties.

I am satisfied the statement provided accurately reflects the current status of the Respondent's rent account and I find the Respondent currently has rental arrears totalling \$8,273.25.

Disturbances

The Applicant provided evidence of disturbances caused by the Respondent or people the Respondent had permitted into the rental premises or residential complex. Included in the evidence is a detailed letter from three tenants dated October 17, 2019, about disturbances that they and others had observed in the last year, summing up their complaint as follows:

"the tenant's in apartment C complete disregard for other peoples safety and show no interest in respecting other tenants living space. The constant barrage of noise, the presence of noxious smells that include alcohol, drugs and gasoline, and the consistent presence of intoxicated and violent individuals that access the building freely with a code that is meant only for tenants, has definitely taken its toll. Frustrations are mounting due to the fact that tenants in Apartments A, B, and D are continually harassed, exposed to harmful practices and fear for their safety."

The Applicant's representative testified that they had only started working with the Applicant in June and don't know why action was not taken last year. However, they testified and provided evidence that this kind of behaviour by the Respondent has continued. Of the tenants who complained in 2019, one has moved out because of the disturbances and another moved to a different unit.

In their notice of termination to the Respondent the Applicant reported (and confirmed in their testimony) that the activities that the tenants complained about in 2019 have continued: loud parties, intoxicated people accessing building with codes meant for the tenants only, harassing other tenants. There were also complaints about the Respondent skinning animals on the balcony and making a mess on other tenant's balconies. On October 2, 2020, the RCMP notified the Applicant that they had executed a raid on the Respondents unit for drugs.

The Applicant testified that although they had received regular calls from tenants about disturbances by the Respondent, few tenants were willing to follow up with a written complaint and said that they fear retaliation by the Respondent.

Under subsection 43(1) and subsection 43(2) of the Act, a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex and a disturbance caused by someone that the tenant allows into the rental premises or residential complex is deemed to be a disturbance caused by them. I am satisfied based on the evidence and the testimony that the Respondent has repeatedly disturbed other tenants and find the Respondent in breach of their obligations under the Act.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony it is clear that the Respondent had repeatedly breached subsection 41(1) of the Act by not paying their rent when due, resulting in rental arrears of \$8,273.25. As well, the Respondent has repeatedly breached their obligation under subsection 43(1) of the Act by disturbing the landlord's or other tenants' enjoyment of the rental premises or residential complex. In light of these breaches I am satisfied that termination of the tenancy agreement and eviction are justified and will order termination for December 15, 2020, and eviction December 16, 2020.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$8,273.25 (p. 41(4)(a));
- terminating the tenancy agreement on December 15, 2020, and requiring the Respondent to vacate the rental premises on that date (p. 41(4)(c), p. 43(3)(d)); and
- evicting the Respondent from the rental premises on or after December 16, 2020 (p. 63(4)(a)).

Janice Laycock
Rental Officer