

IN THE MATTER between **SD**, Applicant, and **RA**, 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:

SD

Applicant/Landlord

-and-

RA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KJ, representing the Applicant
NK, representing the Applicant

Date of Decision: November 12, 2020

REASONS FOR DECISION

An application to a rental officer made by SD as the Applicant/Landlord against RA as the Respondent/Tenant was filed by the Rental Office October 9, 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 October 17, 2020.

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

A hearing was held November 12, 2020, by three-way teleconference. KJ and NK appeared representing the Applicant. RA was personally served notice of the hearing on October 17, 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's representatives testified that a verbal tenancy agreement was entered into with the Respondent under an internal program for housing. The tenancy started in November 2019 when the Respondent took occupancy of the rental premises, and the agreed-upon rent was \$1,425 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances

Testimony and evidence was provided establishing that throughout the tenancy, and more substantially since early September, repeated complaints have been received from neighbouring Tenants and the property owner regarding the Respondent's behaviour and that of his guests. The nature of the disturbances include verbal abuse, disrespect towards neighbours, permitting disruptive persons into the residential complex, yelling, fighting, and public intoxication. Additionally, the Respondent has repeatedly knocked on ground-floor apartment windows seeking access to the residential complex after losing his keys, scaring both the adult and child occupants.

The Respondent has been observed vocally sharing the door code from his balcony to his friends so they could let themselves into the residential complex. This constitutes a significant security concern and has resulted in the property owner switching back to keyed entry instead of coded entry, which is inconvenient at best for the other Tenants, the Landlord, and the property owner.

Since filing of the application, the Respondent has negligently caused two fire alarms due to burning items in his apartment. This constitutes a serious impairment to the safety of the other Tenants in the residential complex.

I am satisfied the Respondent is responsible for the referenced disturbances. I find the Respondent has repeatedly and unreasonably failed to comply with his obligation not to cause disturbances.

Termination of the tenancy agreement and eviction

The Applicant's representative testified that they last spoke with the Respondent last week when the Respondent indicated he intended to leave the rental premises Tuesday, November 10th. A drive-by on that date did not note any signs that the Respondent was actively moving out of the rental premises.

Given the serious nature of the disturbances and the negligent actions compromising the safety of the other Tenants in the residential complex, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue terminating the tenancy agreement November 19, 2020, (p. 43(3)(d)) and evicting the Respondent from the rental premises November 20, 2020 (p. 63(4)(a)).

Adelle Guigon
Rental Officer