

IN THE MATTER between **NTHC**, Applicant, and **MM**, 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:

NTHC

Applicant/Landlord

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 9, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AG, representing the Applicant

Date of Decision: March 9, 2021

REASONS FOR DECISION

An application to a rental officer made by RKA as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office October 21, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Good Hope, Northwest Territories. The filed application was personally served on the Respondent November 17, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, and had caused disturbances. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing scheduled for November 24, 2020, was postponed at the request of the Applicant. The hearing was re-scheduled and held March 9, 2021, by three-way teleconference. AG appeared representing the Applicant. MM was served with notice of the re-scheduled hearing by email deemed received February 6, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). 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).

Preliminary matters

The application to a rental officer form identified the Applicant/Landlord as RKA. The written tenancy agreement identified the Landlord as the NTHC with RKHA as its agent. When asked at hearing, the Applicant's representative confirmed that the application form was incorrectly completed and should reflect the Applicant as the NTHC with RKHA as its agent. The application form was amended accordingly, and the style of cause for this matter going forward will be NTHC v. MM.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 8, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account as of October 6, 2020. Although an up-to-date lease balance statement was not provided, the Applicant's representative testified that the Respondent had recently paid the rental arrears in full, bringing the account balance to zero. However, there remains a pattern of failing to pay the full amount of the rent when due.

I am satisfied with the Applicant's testimony that the Respondent has a history of failing to pay the full amount of rent when due, but I am not satisfied that failure is of a substantially repetitive nature.

Disturbances

Three notices to the Respondent regarding claims of disturbances were provided as evidence to support the Applicant's claim that the Respondent has repeatedly and unreasonably caused disturbances. The earliest of those notices being from February 2019 appears to have been from a prior joint tenancy agreement and, therefore, was not considered in relation to the current sole tenancy agreement.

The other two notices were from June and October 2020, and they referenced numerous complaints of excessive noise and partying at the rental premises. The Applicant's representative clarified that the rental premises is a single-family dwelling located in a neighbourhood consisting of several single-family dwelling rental premises administered by the Landlord. This establishes, in plainer language, that the occupants of the houses in the immediate neighbourhood are all tenants of the Applicant/Landlord.

The neighbouring tenants have filed numerous complaints with the Landlord regarding the partying and disturbances from the Respondent's premises. The Applicant's representative also testified to direct observation by herself and other staff doing patrols of the neighbourhood of the parties and large groups of people at the Respondent's rental premises causing disturbances. Neighbouring tenants have reported being concerned for their safety and for the security of their property as a result of the types of people that are attending and partying at the Respondent's premises.

The Applicant's representative testified that after being served with a copy of the filed application in November 2020, the Respondent met with the Applicant about the matter. The Respondent at that time made a commitment to stop drinking and partying. The Applicant's representative confirmed that the Respondent did well for a couple of months, but the problems started up again in January and have been repeated and continuous again since then.

I am satisfied the Respondent is responsible for repeatedly and unreasonably causing disturbances, and I find the Respondent has failed to comply with her obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Termination of the tenancy agreement and eviction

Given the repeated and unreasonable disturbances that have been established, I am satisfied that termination of the tenancy agreement and eviction are justified. However, in consideration of the Applicant's efforts to work with the Respondent, and by agreement with the Applicant, the termination and eviction orders will be conditional on no further disturbances being caused.

Orders

An order will issue:

- requiring the Respondent to pay her future rent on time (p. 41(4)(b));
- 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 June 30, 2021, unless no further disturbances are caused by the Respondent (p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer