

IN THE MATTER between **SCPL**, Applicant, and **DS**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

SCPL

Applicant/Landlord

-and-

DS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant
DS, Respondent

Date of Decision: May 6, 2021

REASONS FOR DECISION

The written tenancy agreement between the parties was made for a one-year term commencing on February 1, 2020, and was renewed as a monthly agreement on expiry pursuant to section 49(1) of the *Residential Tenancies Act*.

The application was filed on May 22, 2021, and served on the Respondent by registered mail on April 16, 2021. The Applicant alleged that the Respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and by failing to pay the rent on the days it is due. The Applicant sought an order terminating the tenancy agreement and evicting the Respondent.

The tenancy agreement requires the tenant to pay rent in advance. The Applicant testified that the Respondent had failed to pay the rent on or before the first of the month on twelve occasions. A rent ledger, provided in evidence, confirms the late payments of rent.

The Applicant provided four written complaints from other tenants in the residential complex, outlining incidents of disturbance. The Applicant testified that the complaints had been received from three tenants. They also noted that they had only provided written complaints and that verbal complaints were not included. The dates on the complaints range from May 2020 to March 2021. The Applicant testified that a recent complaint had been received on April 23, 2021. The complaints typically describe yelling, loud parties, music and fighting. Several note that police had attended the premises.

The Applicant provided two notices in evidence served on the Respondent regarding the incidents and warning him of the consequences of continued disturbance. The Applicant served a notice of early termination on the Respondent on March 17, 2021, seeking vacant possession on March 27, 2021. The Respondent remains in possession.

The Respondent did not dispute the late payments of rent but stated that his pay periods did not coincide with the rent due date making it difficult to pay the rent on the exact day it was due.

The Respondent disputed the descriptions contained in the various written complaints. He stated that the complainants exaggerated the incidents and incorrectly described him as someone who has parties and uses drugs. However, the Respondent acknowledged that there had been disturbances on the dates noted and these were the result of arguments and fights between himself and his 21 year-old son. The Respondent acknowledged that the police had attended the premises, had handcuffed him on one occasion but released him after talking to him and his son. The Respondent considered these incidents to be family matters and certainly not drug-fuelled parties.

The Respondent stated that it was unreasonable to expect a tenant to move out in ten days and that he required more time to find another place to live. He noted that he had applied for financing to enable him to buy a home.

While it may be the case that the fighting and yelling were not the result of parties but rather family disputes, they were nevertheless disturbances and they show little or no abatement despite the notices warning of the consequences of continued incidents. It is not only one tenant who is disturbed by the Applicant's behaviour, there are several.

I find the Respondent in breach of their obligation to pay rent on the days it is due. I note that while the rent is frequently late, it has always been paid during the month it is due. In my opinion, that breach alone would not warrant termination of the tenancy agreement. The small balance of rent currently owing (\$400) is easily covered by the security deposit.

I find the Respondent in breach of their obligation to not disturb other tenants in the residential complex. In my opinion, there are sufficient grounds to terminate the tenancy agreement for this breach and issue an eviction order.

An order shall issue terminating the tenancy agreement on May 31, 2021. An eviction order shall become effective on June 1, 2021.

Hal Logsdon
Rental Officer