

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

CC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 9, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS representing the Applicant
CC, the Respondent

Date of Decision: June 9, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against CC as the Respondent/Tenant was filed by the Rental Office April 30, 2021. 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 on May 17, 2021.

The Applicant claimed that the Respondent had repeatedly failed to pay their rent, had accumulated rental arrears, was responsible for damages, disturbed other tenants, and breached their obligations under the tenancy agreement. An order was sought for payment of rental arrears, for payment of rent on time in the future, for payment of the costs of repairing damages, to comply with their obligations under the tenancy agreement, for termination of the tenancy agreement, and for eviction.

A hearing was held on June 9, 2021, by three-way teleconference. PS attended the hearing representing the Applicant. The Respondent, CC, also appeared.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on September 5, 2017, 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

The Applicant had originally claimed \$4,443.29 in their application for the costs to repair damages. However, at the hearing the Applicant testified that the Respondent had provided supporting documents to prove the damages to the balcony window and door were caused by someone else. The Applicant withdrew the charges of \$3,649.80 from the Respondent's account, reducing their claim to \$793.49 for the following:

\$641.03 September 20, 2019: to replace two broken windows unreported by the Tenant. The Applicant provided as evidence work order #223615 and the Aurora Window invoice detailing material and labour costs.

At the hearing the Respondent testified they did not cause these damages. When they wouldn't let their ex-partner into the premises the individual bashed in the window with a hockey stick. The Respondent also testified that they reported the incident to the RCMP and the person was charged.

The Applicant claimed that according to the work order the Respondent had not reported the damages and should be responsible for paying for them, however, they were not able to provide any evidence to refute the Respondent's version of the events leading up to the damages. I am denying the Applicant's claim for expenses related to the repair of these damages.

\$83.16 November 5, 2019: charge for call out to check the furnace and finding out the Tenant had turned off the valve to the oil tank. This charge was not disputed.

\$69.30 October 2, 2020: lock change. The Applicant testified the Tenant asked for the lock to be changed. Work order #275070 was provided as evidence. This charge was not disputed.

The lease balance statement provided as evidence represents the Applicant's accounting of charges applied to and payments received against the Respondent's account. According to the statement the Respondent has paid \$600 towards the charges for damages. When this amount is deducted from the total undisputed charges of \$152.46 a credit of \$447.54 is left on the Respondent's account.

Rental arrears

The lease balance statement provided as evidence represents the Applicant's accounting of monthly rents and payments received against the Respondent's rent account. All rents are subsidized and currently assessed at \$80 per month.

According to the updated lease balance statement provided to the Rental Office on June 9, 2021, the Respondent currently owes a total amount of \$333.38 for both rent arrears and damages. After crediting \$447.54 to their account as a result of my decision on the damages, the Respondent a credit on their account of \$114.16.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent currently has no rental arrears.

Disturbances

The Applicant claimed the Respondent had repeatedly disturbed the quiet enjoyment of other tenants and requested termination of the tenancy as a result. The Applicant provided as evidence a copy of their notice to the Respondent dated March 22, 2021, reporting they had received complaints against the Respondent and their visitors, including “yelling, shouting, fighting and causing heavy traffic disturbing the quiet enjoyment of your neighbour”. The complainants stated that this behaviour was occurring “throughout day and night and well into the early morning hours”. Another complaint concerned the Tenant’s visitors parking in other tenants’ parking stalls and this behaviour was disturbing to the neighbours. An earlier notice on January 26, 2021, reported round the clock traffic to the apartment that was disturbing other tenants. Two last chance agreements not signed by the Respondent also reference disturbances, but provide no specific detail.

At the hearing the Applicant was asked for, but was not able to provide me with, any further details about the complaints such as the date, time of day, or specific nature of the disturbances. The Respondent refuted the claims about the disturbances, testifying that they have a young child, are not dealing drugs, and have themselves been disturbed by people knocking on their door seeking drugs. They also testified that their visitors are not parking in other tenant’s parking spaces.

On review of the evidence and testimony of both parties, although I am not persuaded that the disturbances are repeated, I believe that the Respondent has been responsible for disturbing tenants’ enjoyment of the rental premises or residential complex and remind them that this is a breach of subsection 43(1) of the Act.

Breach of obligation - pets

The Applicant claimed the Respondent had breached the “no pets” policy contained in the written tenancy agreement by keeping a dog in their rental unit. Although the Respondent had given the dog away, the person who took the dog still occasionally visits with the dog. The Applicant sought an order for the Respondent to comply with the “no pets” obligation and not to breach it again.

The Respondent verified that they had given the dog away but the new owner had brought the dog to the rental unit on occasion. They agreed to comply with the pets policy and not allow the dog into their rental unit again.

Based on the testimony and evidence I am satisfied that the Respondent has breached their obligation in the tenancy agreement to not allow pets into the rental premises.

Termination of the tenancy agreement and eviction

At the hearing the Applicant withdrew their request for termination of the tenancy agreement and eviction.

Orders

An order will be issued:

- requiring the Respondent to comply with their obligation to not disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential and not breach that obligation again (p. 43(3)(a), p. 43(3)(b)); and
- requiring the Respondent to comply with their obligation to not allow any pets into the rental premises and not breach that obligation again (p. 45(4)(a), p. 45(4)(b)).

Janice Laycock
Rental Officer