

IN THE MATTER between **YKDPM**, Applicant, and **CL and LL**, Respondents.

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:

YKDPM

Applicant/Landlord

-and-

CL and LL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 5, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SS, representing the Applicant LL, Respondent
<u>Date of Decision:</u>	October 5, 2021

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the Applicant/Landlord against CL and LL as the Respondents/Tenants was filed by the Rental Office September 1, 2021. 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 registered mail signed for September 23, 2021.

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

A hearing was held October 5, 2021, by three-way teleconference. SS appeared representing the Applicant. LL appeared as Respondent and on behalf of CL.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing November 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances

The application included 13 written complaints received by the Landlord between July 2 and August 29, 2021. The complaints were registered by other tenants in the residential complex regarding repeated disturbances coming from the Respondent and her guests. The nature of the disturbances included being intoxicated, yelling, fighting, playing loud music, and smoking in and on the property. The disturbances were reported to have occurred at all hours of the day and night. Both the RCMP and Municipal Enforcement officers were called and attended on several occasions.

Part 8 of the written tenancy agreement and section 43 of the Act prohibit the Tenant or persons permitted on the premises by the Tenant from disturbing the Landlord's or other Tenants' possession or enjoyment of the rental premises or residential complex.

Subsection 45(1) of the Act provides for the inclusion of additional obligations in a written tenancy agreement. Part 9 of the written tenancy agreement prohibits smoking in or around the rental premises and residential complex.

The Applicant's representative testified that approximately 15 further complaints have been received since the application was filed regarding the same types of disturbances, indicating no substantive change in the Respondent's behaviours.

The Respondent did not dispute the claims, acknowledging her responsibility for most of them and apologizing for her behaviour. She accepted the termination of her tenancy as a consequence of these repeated disturbances, requesting only for an extension to the end of October. The Applicant's representative confirmed that the Landlord would be satisfied with an October 31st termination date, for which the Respondent was grateful.

I am satisfied that there have been repeated and unreasonable disturbances at the rental premises and residential complex for which the Respondent is responsible. I am satisfied that permitting the tenancy to continue in these circumstances would be unfair to the other Tenants in the residential complex. I find the Respondent has repeatedly and unreasonably failed to comply with her obligations under section 43 of the Act to not disturb the Landlord's or other Tenants' possession or enjoyment of the rental premises, and I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue terminating the tenancy October 31, 2021, and evicting the Respondent from the rental premises November 1, 2021 (p. 43(3)(d), p. 63(4)(a)).

Adelle Guigon
Rental Officer