

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

AF

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 19, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant AF, the Respondent
<u>Date of Decision:</u>	January 19, 2022

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against AF as the Respondent/Tenant was filed by the Rental Office November 16, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 17, 2021.

The Applicant claimed the Respondent had repeatedly disturbed other tenants and an order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for December 15, 2021, by three-way teleconference, however the teleconference service was not operating. The Rental Office re-scheduled the hearing to another date and new notices of attendance were sent to both parties. The hearing was held January 19, 2022, by three-way teleconference. AS appeared at the hearing representing the Applicant. The Respondent, AF, appeared at the hearing.

At the hearing I agreed to also consider claims from the Applicant for rental arrears and damages. The Applicant had provided the Rental Office and the Respondent with updated information relating to these claims. The Respondent verified receipt of this evidence.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on March 16, 2020 and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The updated lease balance statement printed on January 17, 2022, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The subsidized rent is currently assessed at \$160 per month and according to the updated statement the rental arrears are currently \$348.66.

The Respondent testified they were aware of the amount owing and were seeking assistance to pay off the arrears.

I am satisfied the updated lease balance statement accurately reflects the current status of the rental account and I find the Respondent has rental arrears totalling \$348.66.

Damages

The Applicant provided evidence and testified the Respondent had damaged the bathroom door and requested it be replaced. The Applicant provided copies of the work order and an invoice totalling \$302.17 for materials and labour, as well as a record of their communications with the Respondent regarding the damages.

At the hearing the Respondent confirmed they were responsible for the damages.

I am satisfied the claimed damages are the Respondent's responsibility and that the claimed costs of repairs are reasonable. I find the Respondent liable to the Applicant for the costs of repairs of \$302.17.

Disturbances

The Applicant claimed the Respondent had repeatedly disturbed the Landlord's and other Tenants' possession and quiet enjoyment of the rental premises. According to the Applicant, the following disturbances were alleged:

- March 2020 to November 2021 - The RCMP reported that they had been called to the Respondent's residence 37 times between the beginning of the Respondent's tenancy in March 2020 and November 1, 2021.
- May 28, 2020 - Note to file - Respondent has additional people in her unit and claims have been made that guest are selling drugs.
- June 12, 2020 - Complaint from Tenant about fight on June 11th. This was followed up with notice from the Applicant.
- August 10 and 13, 2021 - Complaints from tenants about partying all night, people coming and going. Final warning notice sent.
- October 26, 2021 - Complaint from RCMP that Respondent was harbouring a person with an outstanding warrant in their rental premises and when the RCMP attended they would not let them in. The Applicant testified they had to go out in the middle of the night to let the RCMP in.

Aside from the complaints in June 2020 and August 2021, the other complaints either are not specifically about disturbances or, in the case of the RCMP call-outs, do not have details on the incidents involved that would allow me to assess the seriousness and nature of the disturbance or even determine if there was a disturbance. The Applicant stated that other public housing tenants are reluctant to complain. I confirmed that there have been no further complaints relating to disturbances in recent months.

The Respondent testified when they are drinking they have caused disturbances, but they are trying to stop drinking and plan to seek help.

Based on the evidence and testimony I am convinced the Respondent is responsible for disturbing other Tenants or the Landlord, however, I do not feel that termination and eviction are justified at this time. The Respondent has not caused a disturbance in at least three months and seems to be prepared to comply with their obligation to not disturb other tenants' quiet enjoyment of the rental premises or residential complex.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$348.66 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay expenses related to repairs of damages in the amount \$302.17 (p. 42(3)(e)); and
- 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 complex, and not breach that obligation again (p. 43(3)(a), p. 43(3)(b)).

Janice Laycock
Rental Officer