

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

BM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 5, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: January 5, 2022

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against BM as the Respondent/Tenant was filed by the Rental Office November 24, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by email deemed received December 5, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations) and by registered mail deemed served December 9, 2021, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had failed to report household income as required, has repeatedly failed to pay rent when due, has accumulated rental arrears, had caused damages to the rental premises, has failed to pay the costs of repairs in a timely manner, has repeatedly and unreasonably caused disturbances, and has failed to comply with a Rental Officer order not to cause further disturbances. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy, and eviction.

A hearing was held January 5, 2022, by three-way teleconference. PS appeared representing the Applicant. BM was served with notice of the hearing by email deemed received December 5, 2021, and by registered mail deemed served December 9, 2021. The telephone number provided on file was not in service when I attempted to contact the Respondent. 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 29, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #17052 issued in November 2020 ordered the Respondent to comply with his obligation not to interfere with the Landlord's access to the rental premises and not to breach that obligation again.

Rental Officer Order #17151 issued in March 2021 ordered: the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again; the Respondent not to breach his obligation to maintain the utilities accounts again; the Respondent to comply with his obligation not to permit pets in the rental premises and not to breach that obligation again; the Respondent not to tamper with fire safety devices; termination of the tenancy agreement September 30, 2021, unless no further disturbances occurred and no further pets were permitted in the rental premises.

Household income

Subsection 45(1) of the Act requires the Tenant to comply with additional obligations that are included in a written tenancy agreement.

Section 6 of the written tenancy agreement requires the Tenant to report their total household income as and when required by the Landlord. The purpose of reporting household income in subsidized public housing tenancy agreements is so that the Tenant's rent can be properly assessed for eligible rent subsidies.

The Landlord requires the Tenant to report their total household income for the prior calendar year on an annual basis, due by the end of June each year to assess the rent subsidies for the following July to June period. The household income is required to be reported by the filing of the Tenant's and adult occupants' tax returns, although accommodations can be made in certain circumstances to report the income in other forms.

The Respondent had not filed his taxes for the 2020 calendar year by the end of June 2021. The Applicant sent three reminder notices to the Respondent requesting compliance with the reporting requirement: one in July 2021, one in August 2021, and one in September 2021. The Respondent never responded directly to the Applicant regarding the reporting of his household income. In October 2021, the Applicant received communication from Income Support requesting information to complete the Respondent's application for financial assistance. When the Applicant informed Income Support that the Respondent had not as yet reported his household income, Income Support was able to provide the outstanding income tax information from which the Applicant assessed the rent subsidies retroactive to July 2021.

I am satisfied the Respondent failed to report his household income as required and as such I find the Respondent has failed to comply with his obligation under section 6 of the written tenancy agreement. Given the findings that follow, no order will be issued regarding this breach.

Rental arrears

The lease balance statement represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. At the hearing the Applicant's representative testified to the addition of three transactions which occurred since the application was filed, and the lease balance statement was adjusted accordingly. All rents have been subsidized and are currently assessed at \$160 per month. No payments have been received against the rent in 9 of the last 12 months of this tenancy.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$537.05. That amount represents approximately 4 months' subsidized rent.

Damages

The Applicant provided evidence in support of following seven claims attributed to the Respondent's actions:

21 Jan 2020	Replacement of the damaged lock guard and dead bolt to the unit door	\$267.41
21 Apr 2020	Replacement of three lost keys to the premises	\$155.93
27 May 2020	Replacement of the damaged unit door	\$300.30
28 Sept 2020	Replacement of the mailbox lock due to Tenant's loss of mail key	\$87.76
31 Dec 2020	Disposal of a dresser left in the lobby	\$85.71
03 Feb 2021	Replacement of a missing smoke detector in the unit	\$95.29
30 Apr 2021	Disposal of mattresses left in the lobby	\$91.93
Subtotal		\$1,084.33
Less payments received		\$608.05
Total outstanding balance		\$476.28

The Applicant testified that the Respondent was identified in video surveillance as leaving the dresser and mattresses in the residential complex lobby.

The payments against the costs of repairs and cleaning were received in small payments over five months between March 2020 and April 2021.

I am satisfied the Respondent is responsible for each of the claimed damages. I am satisfied the lease balance statement accurately reflects the current balance owing for costs of repairs. I am satisfied the amounts claimed for costs of repairs are reasonable. I find the Respondent has failed to pay the costs of repairs in a timely manner. I find the Respondent liable to the Applicant for the outstanding balance for costs of repairs of \$476.28.

Disturbances

Evidence and testimony were provided establishing no less than 14 instances of disturbances verified as originating from the Respondent's rental premises since Rental Officer Order #17151 was issued in March 2021. All of the disturbances involved playing music excessively loud, often included parties, and occurred at all hours of the day and night. The volume of the music was of such a degree as to interfere with and interrupt other tenants' enjoyment of their own premises. Requests by security personnel and the Applicant's staff to turn the volume down were ignored. Promises to start using headsets to privatize the Respondent's listening enjoyment were never followed through with.

These types of disturbances were previously discussed and considered at the last Rental Officer hearing with this Respondent. The pattern of behaviour has been prevalent and unresolved for years, even after issuing an order for compliance. To permit the tenancy to continue without confidence that the disturbances will abate would be unfair to the other Tenants in the residential complex.

I am satisfied the Respondent is responsible for causing the claimed disturbances. I find the Respondent has repeatedly and unreasonably caused disturbances, and I find the Respondent has failed to comply with a Rental Officer order not to cause any further disturbances.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent, the amount of rental arrears that have accumulated, and particularly the repeated and unreasonable pattern of disturbances, I am satisfied termination of the tenancy and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$537.05 (p. 41(4)(a));
- requiring the Respondent to pay costs of repairs in the amount of \$476.28 (p. 42(3)(e));
- terminating the tenancy January 31, 2022 (p. 41(4)(c), p. 43(3)(d)); and
- evicting the Respondent from the rental premises February 1, 2022 (p. 63(4)(a)).

Adelle Guigon
Rental Officer