

IN THE MATTER between **NCHYP**, Applicant, and **WD and PD**, 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:

**NCHYP**

Applicant/Landlord

-and-

**WD and PD**

Respondents/Tenants

**REASONS FOR DECISION**

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| <b><u>Date of the Hearing:</u></b>    | <b>January 11, 2022</b>   |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, Northwest Territories</b>   |
| <b><u>Appearances at Hearing:</u></b> | <b>IA, representing the Applicant<br/>AM, representing the Applicant<br/>WD, Respondent</b> |
| <b><u>Date of Decision:</u></b>       | <b>January 11, 2022</b>   |

### **REASONS FOR DECISION**

An application to a rental officer made by NCHYP as the Applicant/Landlord against WD and PD as the Respondents/Tenants was filed by the Rental Office December 1, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent PD December 23, 2021.

The Applicant alleged the Respondents had repeatedly failed to pay the full amount of rent when due, had accumulated rental arrears, and had repeatedly caused disturbances. An order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing was held January 11, 2022, by three-way teleconference. IA and AM appeared representing the Applicant. WD appeared as Respondent and on behalf of PD, who was unable to appear at the hearing due to his work commitments.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between the parties commencing September 1, 2018. It was clarified at hearing that WD signed on as a co-signor for her son PD, and that she does not in fact reside with her son at the rental premises. WD confirmed her joint responsibility for the terms of the tenancy agreement. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,010 per month. The late payment penalties were calculated in accordance with the Act. The last payment received against the account was recorded January 4, 2022, in the amount of \$510. Insufficient payments were received in six of the last 12 months of the tenancy.

The Respondents did not dispute the accuracy of the lease balance statement, acknowledging the remaining debt and accepting responsibility for it. WD testified that she has repeatedly spoken with her son about his responsibility to pay the rent. Although PD has not been forthcoming in communicating directly with or reply to the Landlord, he has responded to his mother when she has forwarded the messages of concern to him. WD has stressed the importance of PD's more direct involvement with his Landlord. She testified to speaking with her son the evening before this hearing, at which time he expressed to her a commitment to pay the current rental arrears by next Friday and to make arrangements to make sure the rent is getting paid in full on or before it is due each month.

The Applicant's representative testified confirming that there is no issue with effective communication with WD, who promptly responds to notices of problems, but they are rarely successful at connecting or hearing from PD directly. The Landlord recognizes WD's status as a co-signor and that this tenancy is really PD's to be ultimately responsible for. The Landlord appreciated the commitment to resolve the rental arrears and pay future rent on time and is cautiously optimistic that PD will follow through.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the full amount of the rent when it is due and have accumulated rental arrears in the amount of \$505. That amount represents less than one month's rent.

#### *Disturbances*

Evidence was provided in support of the Applicant's claims of repeated disturbances occurring primarily between June and November 2021. Complaints were received regarding no less than five incidents of disturbances coming from the Respondents' rental premises involving partying, yelling, public intoxication, arguing, and fighting occurring on various days of the week in the early morning hours.

The Applicant's representative confirmed that there have been no further disturbances reported since November 23, 2021. In acknowledging the improved behaviours, the Applicant's representative indicated they would be satisfied with an acknowledgement by PD of the disturbances and a commitment that no further disturbances will occur.

WD was able to provide the requested commitment, having spoken with PD at length prior to this hearing regarding the issue. She testified that her son has made significant efforts to step away from his less reliable friends who have poorly influenced him and to take more direct responsibility for his tenancy. PD committed through his mother to continue with the positive behaviours which have kept any further disturbances from happening since November.

It seems clear to me after hearing from the parties that PD is a very young man who is still learning about adult responsibilities. WD is supporting and guiding him as any good parent should, and her efforts appear to be paying off. PD seems to be learning from his mistakes and I concur with his mother's advice that he make more of an effort to communicate and engage directly with the Landlord about his tenancy.

I am satisfied that PD is responsible for the disturbances which occurred between June and November 2021. I find the Respondents' have repeatedly failed to comply with their obligation not to disturb other tenants' possession or enjoyment of the residential complex.

*Termination of the tenancy and eviction*

Despite the Respondent's repeated pattern of failing to pay the full amount of rent when due, and given the relatively minor amount of rental arrears that currently exist, I am not satisfied termination of the tenancy and eviction are justified as a consequence of the failure to comply with the obligation to pay the rent as and when agreed.

Given that the disturbances have ceased since November and the Respondents' commitment to avoid causing further disturbances, I am not satisfied termination of the tenancy and eviction are justified as a consequence of the failure to comply with the obligation not to cause disturbances.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$505 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b)); and
- requiring the Respondents to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b)).

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Adelle Guigon  
Rental Officer