

IN THE MATTER between **NCHYP**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NCHYP**

Applicant/Landlord

-and-

**BM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 12, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** KC, representing the Applicant  
BM, Respondent  
GB, Integrated Case Management, for the Respondent

**Date of Decision:** January 12, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by NCHYP as the Applicant/Landlord against BM as the Respondent/Tenant was filed by the Rental Office on December 7, 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 December 24, 2021.

The Applicant claimed the Respondent had repeatedly disturbed other tenants and had seriously impaired the safety of the landlord or other tenants. An order was sought for termination of the tenancy and eviction.

A hearing was held on January 12, 2022, by three-way teleconference. KC appeared representing the Applicant. BM appeared as the Respondent with GB from the Integrated Case Management (ICM) program appearing in support of the Respondent.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between NPR Limited Partnership and BM for the period April 1, 2019, to March 31, 2020, and then continuing month to month. At the hearing it was clarified that the Landlord is now known as Northview Canadian HR Properties LP. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Rental Officer Order #16712 written November 27, 2019, ordered the Respondent to pay rent on time in the future.

#### *Disturbances*

Evidence was provided establishing repeated disturbances caused by the Respondent contrary to section 43 of the Act, which states:

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.
- (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

The evidence included complaints by other tenants, the caretaker at the residential complex, and the Landlord's security service, concerning incidents occurring as recently as January 5, 2022, and November 20, 2021, and going back to the Fall of 2019. The complaints and incident reports concern parties, fighting, crying, screaming, yelling, shouting, loud TV, and throwing items. They happen during the day and late at night, often in the early hours of the morning. They concern disturbances coming from the Respondent's unit, but also disturbances that continue into the hallway and public areas. Many of the complaints state that the incident reported is not the first disturbance and that disturbances originating from the Respondent's unit are a regular occurrence. It was also pointed out that the nature of the disturbances, which often includes some level of violence or intimidation, has resulted in other tenants and the Landlord's staff feeling unsafe in the building. In a number of the incidents the RCMP had to be called.

In the most recent complaint from a tenant about incidents on January 5, 2022, they reported shouting and commotion at 3:00 a.m. and 5:00 a.m., followed by fighting for about 20 minutes. The tenant, who uses a wheelchair, reported that they were afraid to leave their apartment and that this is not the first time they were afraid to leave as there have been disturbances and shouting from the Respondent's unit on several occasions.

The complaints and incident reports include the following:

Date	Source	Incident
Jan. 5, 2022	Tenant	Shouting and commotion at 3:00 a.m., 5:00 a.m. Yelling and fighting for 20 minutes at 8:30 a.m. Several previous disturbances and shouting from unit.
Nov. 2021	Caretaker	5:00 p.m. noise and banging, RCMP called to remove visitors. RCMP and ambulance responded and then 20 minutes later fighting again in unit and fighting and screaming in hall and stairs. Complainant comments that people are scary, mean and abusive.
Apr. 7, 2021	Caretaker	10:30 screaming and banging from unit, tenant not in, those involved when asked to leave were verbally abusive and the RCMP were called to remove them from the building. Claimed this is a common occurrence and Tenant gives access to people who cause disturbances.
Apr. 1, 2021	Tenant	Tenant in unit yelling, shouting and making a commotion
Mar. 31, 2021	Security	4:04 a.m. Tenant is knocking on other doors in building, also shouting and fighting, RCMP called
Mar. 21, 2021	Caretaker	3:30 a.m. fighting and screaming from unit, a lot of noise coming from unit. Assessing situation to be violent and called RCMP.
Jan. 6, 2021	Tenant	Regularly loud parties where people yell, shout, fight in the hallways
Dec. 25, 2020	Tenant	Party in unit, guests in hallway also very loud.

Jul. 19, 2020	Security	Noise coming from unit, Tenant warned (final notice sent to Tenant by Landlord July 20, 2020)
Jul. 3, 2020	Security	Shouting, loud TV, asked to turn down. (Final notice sent to Tenant by Landlord on July 3, 2020)
Apr. 24, 2020	Security	Parties and people in hallway throwing beer and liquor bottles (Final notice sent to Tenant by Landlord)
Apr. 23, 2020	Landlord	Warning notice sent to Tenant relating to complaint about loud parties, crying, yelling.
Sept. 16, 2019	Caretaker	7:00 p.m. fight in apartment and continued into hallway, Tenant admitted to letting men into the building. (Warning notice sent to Tenant by Landlord).

In the application and at the hearing, the Applicant reiterated their concern about the level of violence and intimidation that is present and the recurring nature of these disturbances. The Respondent denied the majority of the incidents other than playing their TV too loud because of their hearing issues, that they were not “a rat”, and there were disturbances caused by others all the time. The Respondent admitted to letting people into the building occasionally because it was cold outside, but people were also coming into the building on a regular basis. The Applicant testified that in addition to those people the Respondent let in, it was true that others were coming in because the entry door to the building had been repeatedly disabled.

At the hearing I found that based on the evidence and testimony the Respondent had repeatedly contravened section 43 of the Act and that termination of the tenancy and eviction were justified. Not only had the Respondent, or persons they allowed into the residential complex, repeatedly disturbed the quiet enjoyment of the other Tenants and the Landlord, the disturbances were originating in the Respondent’s unit and the violent nature of many of the disturbances was clearly making people feel unsafe. I reminded the Respondent that they were responsible for their actions and the disturbances caused by others that they allow into the residential complex and unit.

I provided the Respondent and their ICM worker an opportunity to respond to the claims and asked the Applicant if they were willing to consider a conditional termination and eviction. The ICM worker agreed to work with the Applicant and provide support to the Respondent, but admitted that if there were incidents after work hours they could not respond. The Respondent continued to deny the claims and blame others for the disturbances. They did not provide any assurance to me or the Landlord that the disturbances would stop.

Considering the evidence and testimony I find that the Respondent is in breach of the Act and termination of the tenancy and eviction are justified. At the hearing I indicated that the tenancy would be terminated on February 1, 2022, however in recognition that the end of the rental period (month by month) is January 31, 2022, the order will terminate the tenancy on that date, with eviction to follow on February 15, 2022.

*Orders*

An order will issue:

- terminating the tenancy on January 31, 2022 (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on February 15, 2022 (p. 63(4)(a)).

---

Janice Laycock  
Rental Officer

IN THE MATTER between **NCHYP**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NCHYP**

Applicant/Landlord

-and-

**BM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 12, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** KC, representing the Applicant  
BM, Respondent  
GB, Integrated Case Management, for the Respondent

**Date of Decision:** January 12, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by NCHYP as the Applicant/Landlord against BM as the Respondent/Tenant was filed by the Rental Office on December 7, 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 December 24, 2021.

The Applicant claimed the Respondent had repeatedly disturbed other tenants and had seriously impaired the safety of the landlord or other tenants. An order was sought for termination of the tenancy and eviction.

A hearing was held on January 12, 2022, by three-way teleconference. KC appeared representing the Applicant. BM appeared as the Respondent with GB from the Integrated Case Management (ICM) program appearing in support of the Respondent.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between NPR Limited Partnership and BM for the period April 1, 2019, to March 31, 2020, and then continuing month to month. At the hearing it was clarified that the Landlord is now known as Northview Canadian HR Properties LP. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Rental Officer Order #16712 written November 27, 2019, ordered the Respondent to pay rent on time in the future.

#### *Disturbances*

Evidence was provided establishing repeated disturbances caused by the Respondent contrary to section 43 of the Act, which states:

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.
- (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

The evidence included complaints by other tenants, the caretaker at the residential complex, and the Landlord's security service, concerning incidents occurring as recently as January 5, 2022, and November 20, 2021, and going back to the Fall of 2019. The complaints and incident reports concern parties, fighting, crying, screaming, yelling, shouting, loud TV, and throwing items. They happen during the day and late at night, often in the early hours of the morning. They concern disturbances coming from the Respondent's unit, but also disturbances that continue into the hallway and public areas. Many of the complaints state that the incident reported is not the first disturbance and that disturbances originating from the Respondent's unit are a regular occurrence. It was also pointed out that the nature of the disturbances, which often includes some level of violence or intimidation, has resulted in other tenants and the Landlord's staff feeling unsafe in the building. In a number of the incidents the RCMP had to be called.

In the most recent complaint from a tenant about incidents on January 5, 2022, they reported shouting and commotion at 3:00 a.m. and 5:00 a.m., followed by fighting for about 20 minutes. The tenant, who uses a wheelchair, reported that they were afraid to leave their apartment and that this is not the first time they were afraid to leave as there have been disturbances and shouting from the Respondent's unit on several occasions.

The complaints and incident reports include the following:

Date	Source	Incident
Jan. 5, 2022	Tenant	Shouting and commotion at 3:00 a.m., 5:00 a.m. Yelling and fighting for 20 minutes at 8:30 a.m. Several previous disturbances and shouting from unit.
Nov. 2021	Caretaker	5:00 p.m. noise and banging, RCMP called to remove visitors. RCMP and ambulance responded and then 20 minutes later fighting again in unit and fighting and screaming in hall and stairs. Complainant comments that people are scary, mean and abusive.
Apr. 7, 2021	Caretaker	10:30 screaming and banging from unit, tenant not in, those involved when asked to leave were verbally abusive and the RCMP were called to remove them from the building. Claimed this is a common occurrence and Tenant gives access to people who cause disturbances.
Apr. 1, 2021	Tenant	Tenant in unit yelling, shouting and making a commotion
Mar. 31, 2021	Security	4:04 a.m. Tenant is knocking on other doors in building, also shouting and fighting, RCMP called
Mar. 21, 2021	Caretaker	3:30 a.m. fighting and screaming from unit, a lot of noise coming from unit. Assessing situation to be violent and called RCMP.
Jan. 6, 2021	Tenant	Regularly loud parties where people yell, shout, fight in the hallways
Dec. 25, 2020	Tenant	Party in unit, guests in hallway also very loud.



Jul. 19, 2020	Security	Noise coming from unit, Tenant warned (final notice sent to Tenant by Landlord July 20, 2020)
Jul. 3, 2020	Security	Shouting, loud TV, asked to turn down. (Final notice sent to Tenant by Landlord on July 3, 2020)
Apr. 24, 2020	Security	Parties and people in hallway throwing beer and liquor bottles (Final notice sent to Tenant by Landlord)
Apr. 23, 2020	Landlord	Warning notice sent to Tenant relating to complaint about loud parties, crying, yelling.
Sept. 16, 2019	Caretaker	7:00 p.m. fight in apartment and continued into hallway, Tenant admitted to letting men into the building. (Warning notice sent to Tenant by Landlord).

In the application and at the hearing, the Applicant reiterated their concern about the level of violence and intimidation that is present and the recurring nature of these disturbances. The Respondent denied the majority of the incidents other than playing their TV too loud because of their hearing issues, that they were not “a rat”, and there were disturbances caused by others all the time. The Respondent admitted to letting people into the building occasionally because it was cold outside, but people were also coming into the building on a regular basis. The Applicant testified that in addition to those people the Respondent let in, it was true that others were coming in because the entry door to the building had been repeatedly disabled.

At the hearing I found that based on the evidence and testimony the Respondent had repeatedly contravened section 43 of the Act and that termination of the tenancy and eviction were justified. Not only had the Respondent, or persons they allowed into the residential complex, repeatedly disturbed the quiet enjoyment of the other Tenants and the Landlord, the disturbances were originating in the Respondent’s unit and the violent nature of many of the disturbances was clearly making people feel unsafe. I reminded the Respondent that they were responsible for their actions and the disturbances caused by others that they allow into the residential complex and unit.

I provided the Respondent and their ICM worker an opportunity to respond to the claims and asked the Applicant if they were willing to consider a conditional termination and eviction. The ICM worker agreed to work with the Applicant and provide support to the Respondent, but admitted that if there were incidents after work hours they could not respond. The Respondent continued to deny the claims and blame others for the disturbances. They did not provide any assurance to me or the Landlord that the disturbances would stop.

Considering the evidence and testimony I find that the Respondent is in breach of the Act and termination of the tenancy and eviction are justified. At the hearing I indicated that the tenancy would be terminated on February 1, 2022, however in recognition that the end of the rental period (month by month) is January 31, 2022, the order will terminate the tenancy on that date, with eviction to follow on February 15, 2022.

*Orders*

An order will issue:

- terminating the tenancy on January 31, 2022 (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on February 15, 2022 (p. 63(4)(a)).

---

Janice Laycock  
Rental Officer

IN THE MATTER between **NCHYP**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NCHYP**

Applicant/Landlord

-and-

**BM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 12, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** KC, representing the Applicant  
BM, Respondent  
GB, Integrated Case Management, for the Respondent

**Date of Decision:** January 12, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by NCHYP as the Applicant/Landlord against BM as the Respondent/Tenant was filed by the Rental Office on December 7, 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 December 24, 2021.

The Applicant claimed the Respondent had repeatedly disturbed other tenants and had seriously impaired the safety of the landlord or other tenants. An order was sought for termination of the tenancy and eviction.

A hearing was held on January 12, 2022, by three-way teleconference. KC appeared representing the Applicant. BM appeared as the Respondent with GB from the Integrated Case Management (ICM) program appearing in support of the Respondent.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between NPR Limited Partnership and BM for the period April 1, 2019, to March 31, 2020, and then continuing month to month. At the hearing it was clarified that the Landlord is now known as Northview Canadian HR Properties LP. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Rental Officer Order #16712 written November 27, 2019, ordered the Respondent to pay rent on time in the future.

#### *Disturbances*

Evidence was provided establishing repeated disturbances caused by the Respondent contrary to section 43 of the Act, which states:

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.
- (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

The evidence included complaints by other tenants, the caretaker at the residential complex, and the Landlord's security service, concerning incidents occurring as recently as January 5, 2022, and November 20, 2021, and going back to the Fall of 2019. The complaints and incident reports concern parties, fighting, crying, screaming, yelling, shouting, loud TV, and throwing items. They happen during the day and late at night, often in the early hours of the morning. They concern disturbances coming from the Respondent's unit, but also disturbances that continue into the hallway and public areas. Many of the complaints state that the incident reported is not the first disturbance and that disturbances originating from the Respondent's unit are a regular occurrence. It was also pointed out that the nature of the disturbances, which often includes some level of violence or intimidation, has resulted in other tenants and the Landlord's staff feeling unsafe in the building. In a number of the incidents the RCMP had to be called.

In the most recent complaint from a tenant about incidents on January 5, 2022, they reported shouting and commotion at 3:00 a.m. and 5:00 a.m., followed by fighting for about 20 minutes. The tenant, who uses a wheelchair, reported that they were afraid to leave their apartment and that this is not the first time they were afraid to leave as there have been disturbances and shouting from the Respondent's unit on several occasions.

The complaints and incident reports include the following:

Date	Source	Incident
Jan. 5, 2022	Tenant	Shouting and commotion at 3:00 a.m., 5:00 a.m. Yelling and fighting for 20 minutes at 8:30 a.m. Several previous disturbances and shouting from unit.
Nov. 2021	Caretaker	5:00 p.m. noise and banging, RCMP called to remove visitors. RCMP and ambulance responded and then 20 minutes later fighting again in unit and fighting and screaming in hall and stairs. Complainant comments that people are scary, mean and abusive.
Apr. 7, 2021	Caretaker	10:30 screaming and banging from unit, tenant not in, those involved when asked to leave were verbally abusive and the RCMP were called to remove them from the building. Claimed this is a common occurrence and Tenant gives access to people who cause disturbances.
Apr. 1, 2021	Tenant	Tenant in unit yelling, shouting and making a commotion
Mar. 31, 2021	Security	4:04 a.m. Tenant is knocking on other doors in building, also shouting and fighting, RCMP called
Mar. 21, 2021	Caretaker	3:30 a.m. fighting and screaming from unit, a lot of noise coming from unit. Assessing situation to be violent and called RCMP.
Jan. 6, 2021	Tenant	Regularly loud parties where people yell, shout, fight in the hallways
Dec. 25, 2020	Tenant	Party in unit, guests in hallway also very loud.

Jul. 19, 2020	Security	Noise coming from unit, Tenant warned (final notice sent to Tenant by Landlord July 20, 2020)
Jul. 3, 2020	Security	Shouting, loud TV, asked to turn down. (Final notice sent to Tenant by Landlord on July 3, 2020)
Apr. 24, 2020	Security	Parties and people in hallway throwing beer and liquor bottles (Final notice sent to Tenant by Landlord)
Apr. 23, 2020	Landlord	Warning notice sent to Tenant relating to complaint about loud parties, crying, yelling.
Sept. 16, 2019	Caretaker	7:00 p.m. fight in apartment and continued into hallway, Tenant admitted to letting men into the building. (Warning notice sent to Tenant by Landlord).

In the application and at the hearing, the Applicant reiterated their concern about the level of violence and intimidation that is present and the recurring nature of these disturbances. The Respondent denied the majority of the incidents other than playing their TV too loud because of their hearing issues, that they were not “a rat”, and there were disturbances caused by others all the time. The Respondent admitted to letting people into the building occasionally because it was cold outside, but people were also coming into the building on a regular basis. The Applicant testified that in addition to those people the Respondent let in, it was true that others were coming in because the entry door to the building had been repeatedly disabled.

At the hearing I found that based on the evidence and testimony the Respondent had repeatedly contravened section 43 of the Act and that termination of the tenancy and eviction were justified. Not only had the Respondent, or persons they allowed into the residential complex, repeatedly disturbed the quiet enjoyment of the other Tenants and the Landlord, the disturbances were originating in the Respondent’s unit and the violent nature of many of the disturbances was clearly making people feel unsafe. I reminded the Respondent that they were responsible for their actions and the disturbances caused by others that they allow into the residential complex and unit.

I provided the Respondent and their ICM worker an opportunity to respond to the claims and asked the Applicant if they were willing to consider a conditional termination and eviction. The ICM worker agreed to work with the Applicant and provide support to the Respondent, but admitted that if there were incidents after work hours they could not respond. The Respondent continued to deny the claims and blame others for the disturbances. They did not provide any assurance to me or the Landlord that the disturbances would stop.

Considering the evidence and testimony I find that the Respondent is in breach of the Act and termination of the tenancy and eviction are justified. At the hearing I indicated that the tenancy would be terminated on February 1, 2022, however in recognition that the end of the rental period (month by month) is January 31, 2022, the order will terminate the tenancy on that date, with eviction to follow on February 15, 2022.

*Orders*

An order will issue:

- terminating the tenancy on January 31, 2022 (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on February 15, 2022 (p. 63(4)(a)).

---

Janice Laycock  
Rental Officer