

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

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: January 13, 2022

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An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office December 9, 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 29, 2021.

The Applicant alleged the Respondent had repeatedly caused disturbances. An order was sought for the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again, for termination of the tenancy, and for eviction.

A hearing was held January 13, 2022, by three-way teleconference. AS appeared representing the Applicant. MM was served with notice of the hearing by registered mail signed for December 29, 2021. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing November 18, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances

Evidence was presented establishing three separate disturbances occurring the night the Tenant moved into the rental premises, followed by multiple disturbances occurring between December 9th and 15th. The disturbances consisted of intoxication, loud arguing, fighting, yelling and shouting, banging, cursing, slamming doors, and verbally abusive behaviour towards the Landlord's staff and RCMP. The disturbances primarily occurred during the late night and early morning hours, interrupting the peaceful enjoyment of the complex for other tenants. RCMP have been called and attended the premises, confirming having responded to calls at the Respondent's premises no less than five times between December 9th and 13th. Although the Respondent participated to some degree in causing the disturbances, they were largely caused by the Respondent's common guests and involved the excessive use of alcohol.

The Applicant's representative testified that he personally observed the most recent incident which resulted in an altercation by the Respondent's highly intoxicated guest slamming the apartment door into his foot and then again into his face. Were it not for the Applicant's representative wearing sturdy shoes he would have sustained an injury to his foot.

The Applicant's representative further testified that the Landlord was aware of the Respondent's struggles with addictions prior to entering into the tenancy agreement with her, and that they had lengthy conversations before and since the Respondent took occupancy about the potential for disturbances and how to avoid them, including keeping the use of intoxicants outside of the building and not allowing her unsupportive friends to come home with her. It is clear that it is challenging for the Respondent to fully understand the impact the disturbances have on the other occupants of the building and the consequences she faces if they continue.

The Applicant's representative conceded that there have been no further disturbances reported since the December 15th incident, and requested consideration of conditional termination and eviction orders in the hopes that the Respondent would be motivated to keep up the good behaviour that's been shown in recent weeks.

I am satisfied the Respondent is responsible for the reported disturbances. I find the Respondent has repeatedly failed to comply with her obligation not to cause disturbances.

Termination of the tenancy and eviction

In light of the repeated and unreasonable disturbances balanced against the recent improvement in behaviour, I am satisfied conditional termination of the tenancy and eviction are justified. The termination and eviction orders will be tiered to set three termination dates which will only become effective if further disturbances occur before each date.

Orders

An order will issue:

- requiring the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- termination of the tenancy on January 31, 2022, February 28, 2022, and March 31, 2022, unless no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Applicant (p. 43(3)(d), ss. 83(2));
- Eviction February 1, 2022, March 1, 2022, and April 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer

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