

IN THE MATTER between **GBHHL**, Applicant, and **MR**, 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:

GBHHL

Applicant/Landlord

-and-

MR

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 15, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	GM, representing the Applicant MR, the Respondent RP, witness for the Respondent
<u>Date of Decision:</u>	March 23, 2022

REASONS FOR DECISION

An application to a rental officer made by GBHHL as the Applicant/Landlord against MR as the Respondent/Tenant was filed by the Rental Office February 4, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personal service on the Respondent February 23, 2022.

The Applicant alleged the Respondent had repeatedly and unreasonably caused disturbances. An order was sought for termination of the tenancy.

A hearing was held March 15, 2022, by three-way teleconference. GM appeared representing the Applicant. MR appeared as Respondent with RP appearing as a witness for the Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing November 1, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances

The Applicant testified and provided evidence of complaints of disturbances coming from the Respondent's rental premises occurring between March 2021 and March 2022. The majority of the disturbances were in the nature of loud music, arguments, crying, and banging around occurring during the late evening and early morning hours (quiet hours). Many of the disturbances also involved the Respondent's children causing disturbances including loud banging, running and jumping, yelling, and crying, as well as dragging of furniture, usually occurring during daytime and early evening hours but occasionally also occurring during quiet hours.

The Respondent disputed her responsibility for a disturbance alleged to have occurred in March 2021 explaining that the Respondent was not at home when the person allegedly calling up to her apartment was there. For this disturbance I am satisfied the Respondent is not responsible.

The Respondent also disputed being responsible for causing any disturbances at the alleged January 26, 2022, incident, denying that she or her guests were either being loud or playing music loud. The Respondent's witness corroborated the Respondent's version of events, acknowledging that he had been there babysitting and that when the Respondent and her friend returned they sat talking quietly for a little while with music through her speaker playing at the lowest available level. The Witness related that voices were not raised until the Applicant's representative (who is also the in-house caretaker of the building) attended the apartment and got into a heated discussion with the Respondent. For this disturbance I am satisfied on a balance of probabilities that no disturbances occurred until the Landlord and the Tenant got into their heated discussion, for which they are equally responsible.

The Respondent did not dispute the most recent disturbance occurring March 13, 2022, acknowledging that her ex-boyfriend came to see her, they were talking, and he got angry with her. They argued and she asked him to leave. On the way out the ex-boyfriend threw a beer in her face and punched the wall causing damage. He did not come back. The Respondent believes her ex-boyfriend will be writing a letter to the Landlord apologizing for the damage and accepting responsibility for it. For this disturbance, while I appreciate that the damage was caused by the ex-boyfriend, I am satisfied that the Respondent is responsible for the disturbance that was caused because she did permit the ex-boyfriend to enter the premises.

The Respondent did not dispute the other disturbances, having apologized previously in writing to the Applicant and again during the hearing. With respect to her children's behaviour she explained that they are quite young and she is doing her best to discipline them, but believes that will take time to have an impact on them. She also does not want to keep them from being the children they are, citing the difficulties of isolation during the pandemic and the extremely cold winter we have experienced this year keeping outdoor excursions to a minimum. The Respondent is a 22-year-old single mother.

The Respondent further acknowledged her obsessive compulsion with keeping the premises clean. The moving of furniture is a result of her cleaning the premises and cleaning up after her children. The Respondent further clarified that the majority of her children's disruptive behaviour occurs outside of quiet hours, but that sometimes her cleaning does occur later in the evening and into quiet hours after the children have gone to bed.

While I do appreciate the difficulties of raising children in a pandemic environment and the accommodations all of us must make to be more patient with each other, there is an inherent requirement in multi-unit complexes to be particularly respectful of neighbouring tenants and how our own and our families' and guests' behaviours impact the neighbouring tenants' ability to enjoy their own premises.

I am satisfied the Respondent is responsible for the described disturbances and their effect on neighbouring tenants, in particular the tenants living in the unit directly below the Respondent's. The recurring arguments with persons the Respondent lets into the building are one thing, but combined with the constant moving of furniture and continuous disruptive behaviour of the children aggravates a situation that is already difficult for everyone because of the pandemic and weather-related restrictions. The only substantive breaks in these disturbances has occurred when the Respondent has travelled outside of the community for periods of time. There does appear to have been some improvement since this application to a rental officer was filed in early February, given the Respondent was only away for about two of the last six weeks and other than the one incident on March 13th there have been no further disturbances reported or documented.

It is incumbent on the Respondent to learn from this experience and recognize that she has a responsibility to be more considerate of her neighbours and respect their right to peaceful enjoyment of the premises, not just during quiet hours but at all times. Children will be children, but it is the parents' responsibility to teach their children how to behave respectfully and considerately, to provide their children with alternate forms of entertainment and engagement while in the premises given the circumstances of their premises being in a building shared by multiple other families. This may include taking the children out to other locations such as gyms or playgrounds where they can physically play and engage with other children. The same can generally be said for the Respondent's own behaviour, as well as that of her guests, particularly during quiet hours.

The Respondent will also need to be more considerate of the disturbance caused when she repeatedly moves her furniture around, regardless of the reasons why she is moving it. She is certainly entitled and in fact obligated to maintain the ordinary cleanliness of the rental premises, but the Respondent must be respectful of her neighbours and avoid moving the furniture during quiet hours, and try to move the furniture less frequently and more quietly.

The collective and varied nature of the disturbances occurring over a relatively lengthy period of time satisfy me that termination of the tenancy is justified. However, the Respondent's recent success at minimizing those disturbances convinces me that the termination order should be conditional. In recognition at least with respect to the children's behaviour, as well as the occasional need to move furniture to do cleaning, the condition for termination will be dependent on reducing the frequency of all substantial disturbances to no more than three occurrences over the next three months.

Other matters

During this hearing reference was regularly made to the Respondent having been told by the Applicant that she had to ask for permission to have any guests during quiet hours and that she was not allowed to have certain visitors. The Applicant did not make any specific comments to these references, however, I feel it prudent to clarify the Tenant's rights and obligations in this regard.

A landlord does not have the authority to dictate whether or not, or when, a tenant may have guests at their rental premises. Nor does a landlord have the authority to dictate how many guests a tenant may have at any particular time. However, the tenant who does have guests accepts responsibility for their guests' behaviour while they are on the property and, as such, is responsible for any disturbances or damages caused by their guests.

Orders

An order will issue:

- requiring the Respondent to comply with their obligation not to disturb the Landlord's or other Tenants' possession or enjoyment of the rental premises or residential complex (p. 43(3)(a)); and
- terminating the tenancy agreement June 30, 2022, unless no further substantial disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported or documented by the Applicant (p. 43(3)(d), ss. 83(2)).

Adelle Guigon
Rental Officer