

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

FM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 27, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
BM, witness for the Applicant

Date of Decision: April 27, 2022

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against FM as the Respondent/Tenant was filed by the Rental Office March 11, 2022. 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 April 13, 2022.

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

A hearing was held April 27, 2022, by three-way teleconference. AS appeared representing the Applicant, with BM appearing as a witness for the Applicant. FM was served with notice of the hearing by registered mail signed for April 13, 2022. 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 February 15, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Disturbances

Documentary and testimonial evidence was provided establishing a repeated and unreasonable pattern of substantial disturbances starting within days of the Respondent moving into the residential complex. The residential complex is a multi-unit building operated by the Applicant and for which the Witness has been the live-in Caretaker for many years.

The disturbances have been caused by both the Respondent and her guests, and have included: pounding and kicking on neighbour's doors; screaming, stomping, yelling, arguing, and fighting from both within the Respondent's rental premises and in the common areas of the residential complex; running around the hallways half naked and having fits and tantrums; and generally being unbearably loud and noisy. RCMP have been called to attend at several of the incidents. The majority of the disturbances complained of have occurred during late night and early morning hours, disrupting other Tenants sleep periods and enjoyment of their rental premises.

The Respondent was warned before and when she moved in of the rules regarding disturbances and the potential consequences for breaching those rules. The Applicant reminded the Respondent of those things and attempted to engage with the Respondent to resolve the issues, without success.

The Applicant issued a notice to the Respondent after the first set of incidents the last week of March to terminate the tenancy April 30, 2022, under section 51(5) of the Act. Despite this notice and the repeated reminders and warnings, the disturbances continue unabated. The interference in the other Tenants', including the Caretaker's, peaceful enjoyment of the premises has been substantial. The Applicant is not prepared to rescind the termination notice given the ongoing pattern of behaviour and lack of effort on the Respondent's part to resolve the issue.

I am satisfied there has been a repeated and unreasonable pattern of disturbances occurring since the Respondent moved into the rental premises for which the Respondent is responsible. I find the Respondent has failed to comply with her obligation not to cause disturbances or not to permit disturbances to be caused by persons she permits in the residential complex.

Termination of the tenancy and eviction

Subsection 51(5) of the Act provides for a subsidized public housing landlord to terminate a month-to-month tenancy by giving at least 30 days' advance written notice for the last day of a month. This notice given in accordance with the Act does not require an application to a rental officer for an order to terminate the tenancy, nor does this section require a reason to terminate the tenancy. However, subsection 55(3) of the Act does require that the Landlord's written notice to terminate the tenancy include the reasons for terminating the tenancy. An application to a rental officer is required for an eviction order under section 63 of the Act, but subsection 63(5) provides for the reinstatement of the tenancy that was terminated under subsection 51(5) where the Rental Officer denies the eviction order as unjustified. This means that the Rental Officer must be satisfied that the reasons for terminating the tenancy in the first place were justified, even when it was terminated under subsection 51(5), before the Rental Officer can be satisfied that the eviction is justified.

I am satisfied that the notice to terminate the tenancy was given in accordance with subsection 51(5) of the Act. I am satisfied that the termination of the tenancy is justified given the repeated and unreasonable disturbances that have occurred. I am prepared to issue an order confirming the termination of the tenancy on April 30, 2022, in compliance with subsection 51(5) and pursuant to paragraph 43(3)(d) of the Act.

The Applicant and Caretaker testified that the Respondent currently remains in occupancy of the rental premises and they have seen no evidence to date that the Respondent intends to vacate the rental premises as required by April 30th. On the contrary, the Respondent appears to have permitted her mother to move in to the rental premises with her, without the Landlord's consent, reinforcing the likelihood that the Respondent has no apparent intention to voluntarily vacate the rental premises. Consequently, I am satisfied an eviction order for May 1, 2022, is justified and will be issued pursuant to paragraph 63(4)(a) of the Act.

Adelle Guigon
Rental Officer