

IN THE MATTER between **NTHC**, Applicant, and **CR**, 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:

NTHC

Applicant/Landlord

-and-

CR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 27, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DD, representing the Applicant
CR, the Respondent

Date of Decision: April 27, 2022

REASONS FOR DECISION

An application to a rental officer made by the IHA on behalf of the NTHC as the Applicant/Landlord against CR as the Respondent/Tenant was filed by the Rental Office March 16, 2022. 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 on April 7, 2022.

The Applicant alleged the Respondent, or their guests, had repeatedly disturbed other tenants in the residential complex. An order was sought for termination, eviction, and use and occupation after termination of the tenancy.

A hearing was held on April 27, 2022, by three-way teleconference. DD appeared representing the Applicant, and the Respondent, CR, appeared.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing on October 8, 2021 and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances

Under subsection 43(1) of the Act, “A tenant shall not disturb the landlord’s or other tenant’s possession or enjoyment of the rental premises or residential complex” and under subsection 43(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 Applicant provided evidence and testified to disturbances caused by the Respondent in breach of section 43 including:

- November 18, 2021 - 12:55pm - loud party;
- November 23, 2021 - 5:30pm - disturbance between the tenant and guest that required the caretaker to intervene;
- November 26, 2021 - 2:54pm - guest went into stairway and urinated , caretaker had to come and clean it up;
- December 2, 2021 - 3:55 pm - fighting in the unit, caretaker attended and removed guest from building;
- December 13, 2021 - 6:24pm - disturbance between tenant and guest, caretaker had to assist in removing guest from building;
- December 13, 2021 - 5:23pm - party in unit that continued into hall;
- December 23, 2021 - 8:45am - loud party in unit;

- December 24, 2021 - 6:41pm - loud disturbance, banging, caretaker attended twice asking them to keep it down;
- December 24, 2021 - 7:37pm - loud party, banging, RCMP called to remove guests;
- January 7, 2022 - 11:30pm - party in unit;
- January 9, 2022 - loud banging, guest passed out in hallway, RCMP called to remove guest;
- January 10, 2022 - tenant and guest arguing and fighting in unit, guest in hallway yelling, RCMP called and attended;
- February 1, 2022 - 2:38pm - loud disturbances, banging, caretaker attended and asked them to keep it down; and
- March 31, 2022 - loud party, loud yelling and banging on walls and floors.

At the hearing, the Respondent denied some of the allegations, such as the incident in November where the guest urinated in the stairway, and the complaint on December 2, 2021 for a fight in the unit. However, as we walked through the list of complaints, the Respondent admitted responsibility and apologized for the disturbances. They stated they were trying to do better.

The Applicant testified the caretaker, who lives in the building, responds to complaints about disturbances and writes a report of their call-outs. These reports are used as the basis for notices sent to the tenant. The Respondent received notices after each of the incidents, including a termination notice on November 26, 2021. The Respondent appealed the termination to the Landlord and was denied.

Based on the evidence and testimony, I find that the Respondent is in breach of their obligations under subsection 43(1) by repeatedly disturbing the enjoyment of other tenants in the residential complex.

Termination of the tenancy and eviction

At the hearing, the Respondent asked to be allowed to remain in their rental unit and given another chance. The Applicant stated the disturbances had decreased greatly and they were willing to consider a conditional termination order.

In light of the Respondent's repeated disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. I believe a conditional termination and eviction order, dependent on no further disturbances in May, June or July 2022, that are caused by the Respondent or their guests, is appropriate.

Compensation for use and occupation

In their application, the Applicant had requested compensation for the use and occupation of the rental premises, if the Respondent remains in the rental premises after the tenancy is terminated. Under paragraph 63(4)(b) of the Act, a rental officer who terminates a tenancy may make an order requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.

As the tenancy agreement has not yet been terminated, I did not think it appropriate to order compensation at this time.

Orders

An order will issue:

- requiring the Respondent to comply with their obligation to not cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy:
 - (a) May 31, 2022, unless no further disturbances are caused by the Respondent or their guests;
 - (b) June 30, 2022, unless no further disturbances are caused by the Respondent or their guests;
 - and
 - (c) July 31, 2022, unless no further disturbances are caused by the Respondent or their guests (p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises:
 - (a) June 1, 2022, if the termination of the tenancy becomes effective May 31, 2021;
 - (b) July 1, 2022, if the termination of the tenancy becomes effective June 30, 2022; and
 - (c) August 1, 2022, if the termination of the tenancy becomes effective July 31, 2022 (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer