

IN THE MATTER between **NTHC**, Applicant, and **EN**, 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, regarding a
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

EN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 3, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant
DO, witness for the Applicant

EN, the Respondent
TB, Integrated Case Management, in support of the Respondent

Date of Decision: August 3, 2022

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against EN as the Respondent/Tenant was filed by the Rental Office June 1, 2022. 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 June 14, 2022.

The Applicant alleged the Respondent had repeatedly and unreasonably caused disturbances, had failed to comply with a rental officer order not to cause disturbances, had permitted unauthorized occupants to reside with her, had tampered with safety devices, and had seriously impaired the safety of other tenants. An order was sought for termination of the tenancy and eviction.

A hearing was held August 3, 2022, by three-way teleconference. PS appeared representing the Applicant, with DO appearing as a witness for the Applicant. EN appeared as the Respondent, with TB from Integrated Case Management (ICM) appearing in support of the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 20, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order #16060 issued August 2, 2018, required the Respondent to pay rental arrears, to pay future rent on time, and to comply with the obligation not to cause disturbances.

Disturbances

Evidence and testimony was presented establishing a repeated pattern of behaviour since the last Rental Officer order was issued which appears to have escalated over the years. There have been numerous complaints documented of disturbances originating from the Respondent's rental premises and involving the Respondent and persons the Respondent has permitted in the rental premises or residential complex. The disturbances have included a high and constant level of traffic to and from the rental premises, public intoxication, excessive noise, fighting, and arguing.

The rental premises is located in a multi-unit residential complex. The residential complex is owned by a private corporation and some of the rental premises, including this one, are leased out to the Applicant. Many of the occupants in the residential complex are tenants of the property owner while others, including the Respondent, are tenants of the Applicant.

In response to the significant amount of issues that have been occurring at the residential complex, the property owner with co-operation from the Applicant hired a security company to provide on-site monitoring and enforcement. The security company established themselves in the residential complex in April 2022. The Applicant's witness, DO, is a representative of the security company.

The Applicant's witness verified that in addition to the documented disturbances there have been numerous undocumented disturbances of which he has personally observed and recalls. He reported that since April there have been numerous incidents involving the Respondent and her three adult sons. One of those sons is another separate tenant of the Applicant's and lives in the apartment across the hall from the Respondent. That son's tenancy was terminated by a Rental Officer order last month due to repeated and unreasonable disturbances and illegal activities, and a corresponding eviction order is expected to be executed shortly.

The other two sons have been staying with the Respondent off and on for lengthy periods of time over the last several years. The Respondent denies that either of them are currently living with her, but she has acknowledged that one of them had been essentially living with her while he was working in Yellowknife up until early May 2022. The Respondent did confirm that the other son has been staying with her recently after breaking his arm, waiting for his stitches to be removed later in August.

The Respondent did not dispute that there have been numerous disturbances but deflected responsibility for the majority of them to her sons. She claims things have been better since the security company arrived and her one son moved back to Whiti, and that she is trying to be better. The Respondent testified that she has not been letting people into the building, and that when visitors do come knocking at her apartment door she does not let them in unless they are sober. This claim contradicts the testimony of the Applicant's witness who has reported responding to requests for assistance from the Respondent to remove intoxicated persons, as well as her own sons, from within her apartment. The Applicant's witness confirmed that it is not uncommon for the Respondent to repeatedly change her mind about whether or not she wants any of her sons in her apartment.

The Respondent also suggested that if she and her son that lives across the hallway could live in different buildings it might reduce the number of conflicts. She was, however, distressed to learn that her son was already being evicted and worried about him being homeless and wanting to come stay with her. It was strongly reiterated at the hearing that the Respondent is in no position to accommodate that son and would be putting her own tenancy at further risk if she did.

As it stands, the Respondent is responsible not only for her own behaviour at the residential complex but also for the behaviour of those persons she lets into the building or her apartment. Every disturbance, whether caused by her or those persons, is her responsibility to bear the consequences of.

While I can appreciate wanting to be there to help her sons, it is clear to me from the evidence presented that her sons in particular are disrespecting and taking advantage of her. This is not to say that some of the disturbances have not been caused by the Respondent herself, they have, but the Respondent does not appear to be wrong that the majority of the disturbances revolve around her sons' behaviours while she let them into her apartment.

The Respondent admitted at hearing to thinking about sending the son with the broken arm back to Whati to only return to Yellowknife for his appointment to remove the stitches. This was encouraged as a mitigating factor to resolving the issues presented to some degree, but whether she will follow through on this plan is uncertain.

I am satisfied there have been and continue to be repeatedly and unreasonable disturbances caused by the Respondent and her guests, particularly her sons. I find the Respondent has failed to comply with the obligation not to cause disturbances, and consequently has failed to comply with a rental officer order to comply with that.

Unauthorized occupants

Section 5 of the written tenancy agreement specifies that no additional occupants are permitted to reside with the Respondent without the Landlord's express written consent. Schedule B to the written tenancy agreement lists any authorized occupants, of which there are none listed for the Respondent's tenancy.

The Respondent admitted that one of her sons had essentially been living with her for a period of time until May 2022, but that otherwise none of her sons ever lived with her. They have frequently visited for a few days at a time off and on. As has been mentioned, the one son is soon to be evicted from his own apartment in Yellowknife. The other two sons it sounds like primarily live in Whati.

While I am satisfied that one of the Respondent's sons likely was living with the Respondent for a period of time, I am also satisfied that is no longer the case. The third son I am satisfied is only in Yellowknife at his mother's for a brief period of time due his broken arm.

Safety devices and serious impairment of safety

The issues raised regarding the disconnected smoke alarm and an incident involving food burning on the stove date back to 2018, with no additional such incidents arising since then. An incident in January 2021 involving the false pulling of a fire alarm was admitted at the time as being committed by the Respondent's son and the Respondent accepted responsibility for the resulting fine.

Termination of the tenancy and eviction

In light of the repeated and unreasonable disturbances that have been caused and the associated impact on the other occupants of the residential complex, I am satisfied termination of the tenancy and eviction are justified. Hearing the Respondent's commitments not to permit further disturbances to occur, balanced against the continued impact if they do occur, I am prepared to issue a tiered conditional termination order which will be dependent on the Respondent and her guests not causing any further disturbances.

Orders

An order will issue:

- requiring the Respondent to comply with the obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy August 31st, September 30th, and October 31st, 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)); and
- evicting the Respondent from the rental premises September 1st, October 1st, or November 1st, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer