



IN THE MATTER between **NTHC**, Applicant, and **ST**, 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, regarding a  
rental premises located within the **town of Norman Wells in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**ST**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 24, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** LW and CP, representing the Applicant

**Date of Decision:** August 24, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by the NWHHA on behalf of the NTHC as the Applicant/Landlord against ST as the Respondent/Tenant was filed by the Rental Office on June 9, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was deemed served on the Respondent by registered mail on August 17, 2022, as provided for in subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant claimed the Respondent had accumulated rental arrears and had repeatedly disturbed other tenants. An order was sought for payment of rental arrears, payment of rent on time in the future, to comply with their obligation not to cause disturbances, not to breach their obligation again, as well as termination of the tenancy agreement and eviction.

A hearing was held on August 24, 2022, by three-way teleconference. LW and CP appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing and failed to appear, under subsection 80(2) of the Act, the hearing proceeded in their absence.

#### *Previous orders*

Rental Officer Order #17357 was issued on August 26, 2021 and ordered the Respondent to comply with their obligation to not disturb other tenants and not breach that obligation again.

There are also two other Rental Officer orders #20-14684 July 2015 and #20-15003 February 2016, relating to a previous joint tenancy agreement. I believe these are not relevant to the matters before us in this Application.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on October 6, 2019 and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The updated lease balance statement, dated August 16, 2022, provided as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to this statement, the Respondent has a credit on their rental account of \$16.38. At the hearing, the Applicant confirmed that the Respondent currently has no rental arrears and their request for an order to pay arrears was withdrawn.

### *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 of the rental premises of the tenant is deemed to be a disturbance caused by the tenant.”

In the previous Rental Officer Reasons for Decision on file #17357, the Rental Officer noted *“There is sufficient evidence to conclude that the Respondent has repeatedly breached their obligation to not disturb other tenants. In my opinion there is adequate grounds to terminate this tenancy agreement and issue an eviction order. I hesitate only because the community is currently suffering an outbreak of COVID-19 and the remedy of eviction is not, in my opinion, a reasonable remedy to apply at this critical time. The Respondent is currently in isolation themselves. An order shall issue requiring the Respondent to comply with their obligation to not disturb other tenants and to not breach this obligation again. Should there be any disturbances, the Applicant may make an application seeking termination and eviction.”*

After the previous order was issued, the Respondent complied with their obligation to not disturb other tenants until April 2022, when the disturbances continued again. These disturbances are well documented in the evidence and testimony provided by the Applicant, and concern complaints from other tenants, staff and reports of call outs to the RCMP. The disturbances include partying, arguing, fighting, yelling, banging on doors, and other loud noises as well as the Respondent and their guests being abusive and intimidating other tenants and their children.

According to the RCMP, in the period from June 1, 2021 to June 1, 2022 they received forty-five calls relating to the Respondent’s residence and a further five calls from June 1, 2022 to August 15, 2022. Tenants have complained that they and their children are afraid at times to enter or leave the building because of the behaviour of the Respondent or their guests.

### *Termination and eviction*

Based on the evidence and testimony of the Applicant, I am satisfied that the Respondent has repeatedly breached their obligations under the Act and the previous order. In addition to disturbing other tenants, they, or people they have allowed into the residential complex, have also intimidated other tenants including children. The tenants of the residential complex have a right to enjoy their rental premises without disturbances and to travel in and out of the residential complex without fearing for their safety. For these reasons, I find that termination of the tenancy agreement and eviction are justified and an order will issue.

*Orders*

An order will issue:

- terminating the tenancy agreement on August 31, 2022 (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on September 15, 2022 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer