

IN THE MATTER between **HNWT**, Applicant, and **AK**, 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:

HNWT

Applicant/Landlord

-and-

AK

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
TB, Caretaker/Security Officer, witness for the Applicant
DS, witness for the Applicant

AK, the Respondent
CD, Counsellor, Tree of Peace Friendship Centre, on behalf of the
Respondent
LB, Advocate, 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 HNWT as the Applicant/Landlord against AK as the Respondent/Tenant was filed by the Rental Office July 11, 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 July 13, 2022.

The Applicant alleged the Respondent had repeatedly and unreasonably caused disturbances. 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. TB, the Caretaker and Security Officer at the residential complex, appeared as a witness for the Applicant. DS, a neighbouring tenant in the residential complex, appeared as a witness for the Applicant. AK appeared as the Respondent. CD, a Counsellor from the Tree of Peace Friendship Centre, appeared on behalf of and in support of the Respondent. LB, a local Advocate for persons in need, appeared in support of the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing at a seniors-only facility commencing February 1, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Disturbances

The Applicant provided documentary evidence and the witnesses testified to disturbances which started occurring within the first week the Respondent moved into the residential complex. The disturbances occurred regularly and were of the nature of partying, causing loud noises, being disruptively intoxicated, and exhibiting threatening behaviour towards the Caretaker and others in the residential complex. The disturbances occurred throughout the day, but most prevalently and disruptively during the quiet hours between 11:00 p.m. and 7:00 a.m. Most of the disturbances included the involvement of visitors permitted into the rental premises by the Respondent.

Section 43 of the Act and paragraph 12(c) of the written tenancy agreement set out the Tenant's obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, and holds the Tenant responsible for the behaviour of her guests and visitors. Item 6 of the written house rules reinforces that obligation particularly during the City of Yellowknife Noise By-law's established quiet hours of 11:00 p.m. to 7:00 a.m. At the hearing, the Applicant further testified that although additional house rules had not been provided as part of the application, there is a more specific house rule at this particular senior's facility that no visitors are permitted in the residential complex during the established quiet hours.

The Respondent did not dispute the Applicant's claims, acknowledging the disturbances that had occurred and accepting responsibility for them. The Respondent was remorseful, admitting to suffering from addictions issues for which she has been making efforts to address. Since being served with the application package, the Respondent has re-engaged with her Counsellor and cut ties with the people who appear to have been enabling and taking advantage of her. The Respondent expressed a desire to keep trying to change her lifestyle, including participating in any treatment programs she may be eligible for.

The Respondent's Counsellor confirmed that the Respondent has been seeing her regularly again recently and she will be helping the Respondent to seek appropriate treatment programs. The Respondent's Counsellor appeared to be cautiously optimistic that the Respondent could be successful, which would benefit not only the Respondent but also the other tenants in the residential complex. The Respondent's Advocate also helped the Respondent clarify at the hearing that she understood the impact her behaviour has had on her neighbours, who are themselves a vulnerable population given their ages and infirmities. The Respondent knows she is fortunate to have been provided with this housing in the first place and that she must keep taking positive steps to avoid losing her home.

The Applicant confirmed that since serving the application package there have not been any further disturbances reported or documented. A significant concern remains for the well-being and safety of the occupants of the seniors complex while the Respondent remains a resident given the Respondent's personal battles have been ongoing for many years. The Applicant is reasonably concerned that the Respondent will not be successful in her current efforts at sobriety, which would likely result in a recurrence of disturbances.

I am satisfied that the Respondent is responsible for the reported and observed disturbances. I find the Respondent and her guests and visitors have repeatedly and unreasonably cause disturbances, and consequently I find the Respondent has failed to comply with her obligation not to cause disturbances or permit disturbances to be caused by her guests and visitors.

Termination of the tenancy and eviction

Given the repeated and unreasonable pattern of disturbances, particularly occurring in a seniors' facility, I am satisfied termination of the tenancy and eviction are justified. However, considering the Respondent's positive responses to being confronted with this application and the resulting improvement in that there have not been further disturbances to report, I am of the opinion that a conditional termination order is warranted. I am very cognizant of the Applicant's concerns should the Respondent's recent efforts at self-improvement go awry and the consequential impact on the neighbouring tenants and the Caretaker. Due to those concerns, and in an effort to provide further and ongoing motivation for the Respondent to continue with her positive efforts at self-improvement, the conditional termination order will be tiered over a three-month period as follows.

Orders

An order will issue:

- requiring the Respondent to comply with their obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Respondent to comply with their obligation not to have visitors at the rental premises or residential complex between 11:00 p.m. and 7:00 a.m., and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement August 19th, September 30th, or 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 August 20th, October 1st, or November 1st, 2022, if the termination of the tenancy becomes effective on either August 19th, September 30th, or October 31st, 2022 (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer