

IN THE MATTER between **NTHC**, Applicant, and **DT**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

DT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 30, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant DT, the Respondent
<u>Date of Decision:</u>	August 30, 2022

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against DT as the Respondent/Tenant was filed by the Rental Office June 20, 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 July 4, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had failed to comply with a rental officer order to pay future rent on time, had repeatedly and unreasonably caused disturbances, and had failed to comply with a rental officer order not to cause disturbances. An order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing was held August 30, 2022, by three-way teleconference. AS appeared representing the Applicant. DT appeared as the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #16438 issued April 9, 2019, ordered the Respondent to pay rental arrears, to pay her future rent on time, and to pay costs of repairs, and ordered the conditional termination of the tenancy and eviction dependent on the total arrears being paid in full and the monthly subsidized rents for May to August being paid on time.

Rental Officer Order #16998 issued August 26, 2020, ordered the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again.

Rental Officer Order #17515 issued April 26, 2022, ordered the Respondent to pay her future rent on time.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments made against the Respondent's rent account. All rents have been subsidized and were assessed at \$160 per month up to and including June 2022 and are currently assessed at \$80 per month, starting in July 2022. No payments have been made in 6 of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She testified that she has been struggling financially for some time, with being a single mother with four children, including a newborn. The Respondent also admitted to processing her grief after losing two family members recently, and making efforts to improve her lifestyle. She has re-engaged with Income Support, who is apparently processing her application for assistance, and she has secured financial support from Jordan's Principle, who has committed to paying the Respondent's rental arrears, day care costs, some utilities, and incidentals for approximately three months.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due, has failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$320. That amount represents approximately 3 months' subsidized rent.

Disturbances

The Applicant made submissions regarding complaints received in June 2022 from neighbours in the neighbourhood reporting heavy and constant traffic to and from the Respondent's premises, and of the impact on the neighbour's sense of safety during the execution by RCMP officers of a search warrant on the rental premises.

Section 43 establishes that tenants shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, and that tenants are responsible for disturbances caused by persons they permit to enter the rental premises or residential complex.

The Applicant confirmed at the hearing that the complainant neighbours are not the Landlord's tenants. Consequently, although there may very well have been activities that caused the neighbours to be concerned or otherwise disturbed their enjoyment of their own properties, those issues do not technically create a breach of the Respondent's tenancy agreement because the complainants are not themselves tenants of the Landlord. The neighbourhood's complaints of disturbances being caused by their neighbour (in this case the Respondent) should be received and addressed by local law enforcement.

Despite the invalidity of the Applicant's claims given the above findings, the Respondent did admit that there had been issues prior to her father's recent passing which may have caused disturbances. The Applicant also suggested that the receipt of the complaints and involvement of the RCMP have caused a certain level of disturbances to the Landlord. It was conceded, however, that there have been no further reports of disturbances since the filing of this application.

I am satisfied the Respondent is responsible for minor disturbances to the Landlord occurring since Rental Officer Order #16998 was issued. As such I must find that the Respondent has failed to comply with their obligation not to cause disturbances or permit disturbances to be caused and consequently has failed to comply with Rental Officer Order #16998.

Termination of the tenancy and eviction

The Applicant issued a notice to the Respondent on June 14, 2022, terminating the tenancy July 31, 2022, pursuant to subsection 51(5) of the Act due to the Respondent's repeated failure to pay the rent and due to repeated disturbances.

Subsection 51(5) of the Act provides for subsidized public housing landlords to terminate month-to-month subsidized public housing tenancies by giving the tenant at least 30 days' advance written notice for the last day of a month. Paragraph 55(3)(e) of the Act requires that the written notice include the reason for termination of the tenancy. Subsection 63(5) of the Act provides for the tenancy agreement to be reinstated where the Rental Officer denies an application to evict as unjustified.

Read together, those sections are interpreted to mean that the reasons for terminating the tenancy must be justified before the requested eviction can be considered justified.

Given the Respondent's repeated failure to pay the rent when due, the Respondent's failure to comply with a rental officer order to pay future rent on time, and the amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified but only on a conditional basis.

I am not satisfied that the disturbances are either repeated or of a sufficiently unreasonable nature so as to justify either termination of the tenancy or eviction.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$320 (p. 41(4)(a));
- requiring the Respondent to pay her future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with the obligation not to cause disturbances (p. 43(3)(a));
- terminating the tenancy due to the repeated failure to pay rent, the failure to comply with a rental officer order to pay future rent on time, and the accumulation of rental arrears on November 30, 2022, unless the rental arrears are paid in full and the monthly subsidized rents for September, October, and November are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises December 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer

