

IN THE MATTER between **NTHC**, Applicant, and **JC**, 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-

JC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 31, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant JC, the Respondent
<u>Date of Decision:</u>	August 31, 2022

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office June 23, 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 6, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, had failed to pay for costs of repairs in a timely manner, and had caused disturbances. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs, a prohibition from causing further damages, compliance with the obligation not to cause disturbances and not to breach that obligation again, termination of the tenancy, and eviction.

A hearing was held August 31, 2022, by three-way teleconference. AS appeared representing the Applicant. JC appeared as the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$160. No payments were received in three of the last 12 months of this tenancy, with the last two payments being received August 5, 2022, for \$160 and June 29, 2022, for \$365.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He testified that he is in discussions with Jordan's Principle to assist him with paying this and his other debts in full and is optimistic that process will be completed soon.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has failed to pay the rent when due and has accumulated rental arrears in the amount of \$650. That amount represents approximately three months' subsidized rent.

Damages

The Applicant submitted supporting documents establishing repairs to two interior doors effected in April 2021 and yard maintenance effected in July 2022. The Respondent did not dispute his responsibility for both of these claims, acknowledging that although he has made some payments towards those debts there remains an outstanding balance which he expected to pay in full the day of the hearing.

The total amount invoiced for the interior doors amounted to \$526.98 against which payments were applied reducing the amount owing to \$98.78. The invoiced amount for the yard maintenance amounted to \$78.75.

I am satisfied the Respondent is responsible for the claimed repairs and maintenance, and that the costs claimed are reasonable. I find the Respondent liable to the Applicant for the remaining total balance owing of \$177.53.

Disturbances

The Applicant testified and submitted records and logs in support of their claim that the Respondent has been repeatedly causing disturbances which have interfered with both other tenants and other neighbours. The disturbances have consisted of arguing, yelling, cursing, fighting, harassment, trespassing, screaming at his children, public intoxication, and one incidence of creating a bad smell and related noise while carving on the front porch shared with the neighbouring tenant. The disturbances are alleged to have occurred in July 2020, January, June, August, and September 2021, and May, June, July, and August 2022.

While the Respondent admitted responsibility for some of the claims, he denied responsibility for many of them, saying that he is very respectful of people and has been working very hard to address his alcohol addiction. The Applicant agreed that when the Respondent is sober he is very polite and respectful, but the Respondent may not realize just how significantly his behaviour changes when he is drinking. The Respondent committed to continue working on his sobriety and to alter his behaviour accordingly to keep from causing further disturbances.

I am satisfied on a balance of probabilities that the Respondent has repeatedly and unreasonably caused disturbances which have interfered with neighbouring tenants' possession or enjoyment of the residential complex.

Termination of the tenancy and eviction

In light of the nature and pattern of disturbances that have occurred, and the impact on neighbouring tenants, I am satisfied termination of the tenancy and eviction are justified. However, given the Respondent's commitment to stop causing disturbances and with the Applicant's agreement, I find that a tiered conditional termination order would be reasonable. By issuing such an order, the Respondent is being given the opportunity to prove he can fulfill his commitment while ensuring the neighbouring tenants' right to peaceful enjoyment is protected without unreasonable delay.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$650 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b)).
- requiring the Respondent to pay the outstanding balance of costs for repairs in the amount of \$177.53 (p. 42(3)(e));
- requiring the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy September 15th, September 30th, October 31st, and November 30th, unless no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent are reported to the Landlord (p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises September 16th, October 1st, November 1st, or December 1st if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer