

IN THE MATTER between **NTHC**, Applicant, and **AJ**, 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 **Hal Logsdon**, Rental Officer, regarding a rental premises located within the **hamlet of Tuktoyaktuk in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

AJ

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 29, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	DM, representing the Applicant
	Cst. RK, witness for the Applicant
	AJ, Respondent
	VT, representing the Respondent
<u>Date of Decision:</u>	December 1, 2022

REASONS FOR DECISION

The tenancy agreement between the parties was monthly, made in writing and commenced on August 1, 2021. The premises are contained in a residential complex consisting of nine units. The premises are subsidized public housing.

The application was filed on July 19, 2022 alleging that the Respondent had repeatedly disturbed other tenants, caused damage to the premises, and failed to pay rent.

The Applicant sought an order requiring the Respondent to pay rent arrears and repair costs and an order terminating the tenancy agreement and evicting the Respondent. The matter was scheduled for hearing on October 11, 2022 but had to be rescheduled for November 29, 2022 due to a malfunction with the teleconference system.

At the hearing, the Applicant provided a lease balance statement in evidence which indicated that all of the rent arrears had been paid in full. As well the Respondent has paid all of the repair costs except one invoice which has not yet been billed.

On October 5, 2021, the Applicant served a notice of termination on the Respondent citing five alleged disturbances at the rental premises since the commencement of the tenancy. The Respondent was advised that they could appeal the termination by appearing at the Board of Directors' meeting on October 12, 2022. The Respondent appealed the termination and was granted a stay provided there were no more disturbances during the next six months. The Respondent signed an agreement accepting the conditions.

The Applicant provided a "first warning" notice on January 18, 2022, alleging that a disturbance complaint had been received regarding loud music and party noise on January 17, 2022. A "second warning" notice was served on January 31, 2022, alleging a disturbance complaint had been received regarding loud noise and partying in the premises. A "third notice" warning notice was served on the Respondent on February 7, 2022, alleging a disturbance complaint regarding loud noise and partying on the premises. In addition, the notice alleges that the door to the premises was left open causing the water pump to freeze, depriving other units of water. A final warning regarding loud partying on April 20-25, 2022 during a liquor prohibition was served on the Respondent on April 26, 2022.

The Respondent's witness, an RCMP constable in the community, testified that officers, including himself, had been called to the premises on many occasions, responding to complaints of noise and partying. A list of dates the police were summoned to the premises during 2022 was provided in evidence, indicating the police attended the unit on 27 occasions since January 2, 2022. The Applicant's witness stated that a number of calls were initiated by the Respondent who had apparently been unable to eject unruly guests when the situation got out of control.

The Respondent did not dispute the allegations of disturbance. He stated that he had problems with alcohol but was sincerely trying to control disturbances caused by himself and his guests. He acknowledged that he had permitted persons into the premises, subsequently lost control of the situation, tried to eject the guests, and subsequently had to call the police for help.

Clearly, the constant noise and parties in the Respondent's premises is unacceptable. The frequency of the disturbances cannot continue. The Applicant has provided more than adequate warnings concerning the Respondent's unacceptable behaviour, but despite the notices and last chance agreement, there does not appear to have been any improvement. Other tenants in the residential complex are entitled to reasonable peace and quiet and the landlord has an obligation to provide it. It would appear that the eviction of the Respondent is the sole remaining effective remedy.

An order shall issue terminating the tenancy agreement on December 31, 2022. An eviction order shall be effective on January 1, 2023.

Hal Logsdon
Rental Officer