

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

DR

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 6, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	December 6, 2022

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against DR as the Respondent/Tenant was filed by the Rental Office October 24, 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 November 22, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, had failed to pay costs of repairs, had failed to pay costs for replacement keys, and had repeatedly and unreasonably caused disturbances. An order was initially sought for payment of 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, conditional termination of the tenancy, and eviction.

A hearing was held December 6, 2022, by three-way teleconference. AS appeared representing the Applicant. DR was served with notice of the hearing by registered mail signed for November 22, 2022. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 20, 2022. I am satisfied a valid tenancy agreement is in place in accordance with 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 \$80 per month. Either insufficient payments or no payments have been made in three of the eight months of this tenancy.

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 the rent in full when due and I find the Respondent has an outstanding balance of rent in the amount of \$48.50. That balance represents approximately half a month's rent, that being for December 2022. It was agreed at hearing that an order for payment of the rental arrears was unnecessary. There will not be an order issued for the Respondent to pay future rent on time given the termination order that will be explained later in these reasons.

Damages

Work orders and invoices were provided explaining the Applicant's claims of damages and associated costs for repairs. In July 2022, the Respondent lost all his keys. He was provided with replacement keys and charged \$31.50. Since filing of this application, the Respondent made a payment of \$45 against costs of repairs which was applied first to the costs to replace the keys.

In August 2022, the Landlord was called to the premises to unplug the toilet. Maintenance personnel discovered that the toilet and drain line had been clogged by the use of paper towel instead of toilet paper. The Tenant was charged \$274.55 for the costs of these repairs, against which the payment credit of \$13.50 was applied leaving a balance owing of \$261.05.

In October 2022, the Landlord was again called to the premises after receiving complaints from neighbouring tenants of sewage smells. Maintenance personnel discovered that the Respondent's toilet had been severely plugged with solid matter, necessitating not only the unplugging of the clogged drainage line but the entire replacement of the toilet. The Tenant was charged \$537.33 for the costs of these repairs.

I am satisfied the Respondent is responsible for causing the referenced damages and I find the Respondent liable to the Applicant for the remaining balance of the costs for repairs of \$798.38. Given the termination order that will be explained later in these reasons, an order prohibiting the Respondent from causing further damages will not be issued.

Disturbances

Throughout the Respondent's short tenancy to date, there have been numerous complaints from neighbouring tenants of disturbances being caused by the Respondent and his guests. The disturbances have occurred throughout the day and night, but have been particularly disruptive during the night and early morning hours.

The disturbances include excessive noise, partying, drinking, fighting, and arguing coming from within the Respondent's premises and extending into the common hallways. The Respondent's guests have harassed neighbouring tenants by knocking on their doors at all hours. The Respondent had been letting his guests use the tenants-only laundry room, which is used by the tenants of the building on a pre-set schedule. The Respondent has been letting unauthorized individuals sleep in the building, both within his rental premises and the building's common room, resulting in the closure of the common room. Video surveillance has confirmed the disturbances as being caused by the Respondent or persons the Respondent has permitted in the residential complex.

The residential complex is a seniors/elders-only building. Many, if not most, of the neighbouring tenants are vulnerable in one capacity or another. The disruptions caused by the Respondent and his guests have affected the well-being of the neighbouring tenants to such an extent that many of them do not feel safe, are constantly checking to ensure the security of their own apartments and possessions, and are operating on insufficient sleep and undue stress.

Repeated verbal and written warnings have been given to the Respondent regarding the disturbances, none of which have been adequately acknowledged or responded to by the Respondent. The Applicant's representative indicated that it is unclear whether the Respondent actually understands the extent of the problem and its consequences, but given the lack of effort to stop the disturbances from happening it seems the Respondent has no interest in resolving the issue. The Respondent's failure to consider the well-being of his neighbours is disheartening.

I am satisfied the Respondent is responsible for repeatedly and unreasonably causing disturbances which have interfered with the neighbouring tenants' possession and enjoyment of their rental premises and the residential complex. I find the Respondent's breach of the obligation not to cause disturbances substantial.

Termination of the tenancy and eviction

Due to the repeated and unreasonable disturbances occurring uninterrupted throughout the Respondent's tenancy, I am satisfied termination of the tenancy and eviction are justified. The nature and frequency of the disturbances are such that it would be unfair to the other tenants to permit the Respondent's tenancy to continue for longer than absolutely necessary. The Applicant's representative withdrew their request for a conditional termination order in favour of an unconditional termination order given the circumstances. In consideration of the approaching holiday season, the Applicant's representative proposed a termination date of January 31, 2023, which was accepted by me.

Orders

An order will issue:

- requiring the Respondent to pay costs of repairs in the amount of \$798.38 (p. 42(3)(e));
- terminating the tenancy agreement January 31, 2023, due to the repeated and unreasonable disturbances (p. 43(3)(d)); and
- evicting the Respondent from the rental premises February 1, 2023 (p. 63(4)(a)).

Adelle Guigon
Rental Officer