

IN THE MATTER between **NF**, Applicant, and **EK**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

EK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 10, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	RP, representing the Applicant
	DO, witness for the Applicant
	KC, representing the Applicant
<u>Date of Decision:</u>	January 10, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was made for a one-year term commencing on May 1, 2020 and was renewed as a monthly agreement on expiry. The monthly rent for the premises is \$1,375. The premises are contained in a multi-unit apartment building.

The application was filed on June 24, 2022 and initially set for hearing on September 27, 2022. The matter was adjourned several times and finally scheduled for hearing on January 10, 2023. The application was amended and additional evidence filed by the Applicant and served on the Respondent. The Respondent was personally served with a Notice of Attendance on December 12, 2022 but failed to appear at the hearing. The hearing was held in her absence.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

Rent arrears

The Applicant provided a rent ledger in evidence which indicated a balance owing as at January 1, 2023 in the amount of \$6,718.49. The Applicant testified that no payments of rent had been received since December 28, 2022. Included in the balance is a charge of \$500 for a call-out by the fire department. The Applicant was not able to confirm that they had been billed by the fire department or if the fee had been paid. The remaining rent charges and payments appear to be in order. I find rent arrears of \$6,218.49.

A previous order (file #17342, filed on August 20, 2021) ordered the Respondent to pay rent arrears of \$8,392.83. There is no evidence that this order has been enforced or filed, but it has not expired. It is more than adequate to satisfy the Respondent's current indebtedness. No additional order for rent arrears shall issue.

Disturbance

The residential complex has full-time security staff. The Applicant provided written reports of all contacts between the Respondent and security staff between October 1, 2022 and January 6, 2023. DO, witness for the Applicant and a member of the security team, outlined a number of the events and described the nature of the disturbances. While not all of the interactions between the Respondent and security staff were necessarily disturbing to other tenants, there were many that involved loud, intoxicated and violent behaviour of the Respondent and/or her guests. Other tenants in the residential complex have repeatedly registered complaints about disturbance created by the Respondent or her guests.

The Applicant has served numerous notices on the Respondent outlining the disturbances and seeking compliance. The continued security reports indicate very little, if any improvement.

I find the Respondent in breach of her obligation to not disturb other tenant's quiet enjoyment of the residential complex. In my opinion, the Respondent has been adequately notified of the breach but has continued to create disturbances. In my opinion, there are adequate grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue terminating the tenancy agreement on January 27, 2023 and an eviction order shall become effective on January 28, 2023.

Hal Logsdon
Rental Officer