

IN THE MATTER between **N.T.H.C.**, Applicant, and **C.G.**, 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 Fort Resolution in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

C.G.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 7, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	M.U., representing the Applicant
<u>Date of Decision:</u>	February 7, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was made for a three-month term that commenced on November 1, 2020 and was renewed on expiry as a monthly agreement. The premises consist of an apartment in a row housing complex of four one-bedroom units. The premises are subsidized public housing.

The application was filed on January 4, 2023. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by disturbing the quiet enjoyment of other occupants of the residential premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The matter was set for hearing on February 7, 2023 and the Respondent was personally served with the filed application and a notice of attendance on January 20, 2023. The Respondent failed to appear at the hearing and the hearing was held in his absence.

Rent

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at February 1, 2023 in the amount of \$445. The monthly rent is currently \$75. The statement indicates that the rent account has been in arrears since September 2022 and no rent has been paid since that date. I find the statement in order and find rent arrears of \$445.

Disturbance

The Applicant stated that the Respondent's apartment was an end unit that shared a common wall with one other apartment. The occupant of the adjoining unit has been complaining about constant parties and persons coming and going for a considerable period of time. The Applicant provided several calendar sheets on which the Respondent's neighbour had marked the days in March, April, and August 2021 that the Respondent had held parties in the premises, disturbing his quiet enjoyment. Numerous days were marked throughout each month. File notes dated July 5, 2022 and August 27, 2022 noted that the Respondent's neighbour continued to complain about the Respondent's constant parties.

The Applicant also testified that they lived in the vicinity of the Respondent's unit and had observed noisy activity and parties in progress.

Notices regarding the disturbances were served on the Respondent in March, April, May, and September 2021 and on August 11, 2022. The Respondent signed a "last chance" agreement on September 7, 2021 and another on December 22, 2022, promising to refrain from future disturbance.

The evidence clearly supports the allegation of repeated disturbances that have infringed on other tenants' rights to quiet enjoyment. I find the Respondent in breach of his obligation to not disturb other tenants. I also find that the Applicant has made reasonable efforts to advise the Respondent of these breaches. In my opinion there are adequate grounds to terminate this tenancy agreement and issue an eviction order.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$445 and terminating the tenancy agreement on March 15, 2023. An eviction order shall also issue to become effective on March 16, 2023.

Hal Logsdon
Rental Officer

