

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

**SI**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 8, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 8, 2023</b>

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against SI as the Respondent/Tenant was filed by the Rental Office January 6, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent January 19, 2023.

The Applicant alleged the Respondent had caused a disturbance by committing the illegal act of uttering threats to cause death, and in doing so failed to comply with a rental officer order not to cause further disturbances.

A hearing was scheduled for February 8, 2023, at which neither the Applicant nor the Respondent appeared. The hearing was rescheduled and heard March 8, 2023, by three-way teleconference. AS, Tenant Relations Officer, appeared representing the Applicant. SI was served with notice of this hearing by registered mail, signed for February 27, 2023. 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 January 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### **Previous orders**

Rental Officer Order #16738 was issued in November 2019 and ordered the Respondent to comply with his obligation not to cause disturbances and not to breach that obligation again.

Rental Officer Order #17067 was issued in November 2020 and ordered the Respondent to pay costs of repairs, and to comply with the obligation not to cause disturbances and not to breach that obligation again, and ordered the termination of the tenancy agreement for February 28, 2021 unless no further disturbances were reported with eviction to take effect March 1, 2021 if the termination of the tenancy became effective.

Rental Officer Order #17218 was issued in May 2021 and ordered the Respondent to comply with the obligation not to cause disturbances and not to breach that obligation again, and ordered the termination of the tenancy for September 30, 2021, unless no further disturbances were reported.

Rental Officer Order #17726 was issued in November 2022 and ordered the Respondent to comply with their obligation not to cause disturbances.

### **Disturbances and illegal act**

The Applicant's representative provided associated notes as a record taken at the time of the incident and in support of his testimony that on December 24, 2022, the Respondent swore at the Caretaker and threatened to kill both her and the Applicant's representative. This unexpected confrontation occurred when the Caretaker asked the Respondent to be more careful when closing his apartment door. She had been vacuuming the hallway when the Respondent left his apartment with his dog and allowed the door to slam shut.

Due to the threats, the incident was reported to the RCMP, who attended to speak with the Respondent. The Applicant's representative also spoke with the Respondent, who confirmed that he had again stopped taking his medication. The Respondent is known to be a very respectful person when he is on his medication, but can be aggressive, belligerent, and unpredictable when he is not on his medication.

The Applicant's representative confirmed at the hearing that although the Respondent initially denied making the threats, some time in late January 2023 he was referred to the Community Justice Committee and in admitting his guilt to them he was accepted into the Diversion Program. The Applicant's representative was also able to confirm that the Respondent has not yet had his first Diversion meeting because they agreed to grant the Respondent several weeks to get back on his medications before fulfilling the Program.

The Applicant's representative acknowledged that there have been no new incidents since December. He has spoken with the Caretaker, who has known the Respondent for a long time, and believes she would be agreeable to a conditional termination order given the Respondent appears to be stabilized again.

I am satisfied the Respondent is responsible for causing the disturbance on December 24, 2022, including uttering the death threats. I find the Respondent has failed to comply with his obligation not to cause disturbances, has failed to comply with rental officer orders not to cause disturbances, and has committed the illegal act of uttering death threats.

### **Termination of the tenancy agreement and eviction**

In light of the repeated pattern of disturbing behaviour and the impact that behaviour has and can have on the Caretaker and other tenants of the residential complex, I am satisfied termination of the tenancy agreement is justified. However, given the Respondent's positive behaviour when he is taking his medications and the steps he is taking to stabilize himself again, it was agreed that one more chance to maintain that stabilized behaviour would be beneficial and the risk to the other residents' would be minimized. Therefore, the termination order will be conditional on no further disturbances occurring over a five-month period. An eviction order will not issue given the lengthy conditional termination period.

### **Orders**

An order will issue:

- requiring the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- requiring the Respondent to comply with their obligation not to commit illegal acts in the residential complex (p. 46(2)(a)); and
- terminating the tenancy agreement August 31, 2023, unless no further disturbances verified as being caused by the Respondent are reported to the Applicant (p. 43(3)(d), ss. 83(2)).

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Adelle Guigon  
Rental Officer