

IN THE MATTER between **H.N.T.**, Applicant, and **J.L.**, 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 Providence in the Northwest Territories**.

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

J.L.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 30, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	M.B., representing the Applicant
<u>Date of Decision:</u>	May 30, 2023

REASONS FOR DECISION

The application was filed on April 12, 2023 and the Respondent was personally served with a Notice of Attendance on April 24, 2023. The Respondent failed to appear at the hearing and the hearing proceeded in their absence.

The tenancy agreement between the parties commenced on November 18, 2021 as a joint tenancy agreement. On January 1, 2023, the tenancy was assigned to the Respondent as sole tenant and the accumulated rent arrears divided evenly between the Respondent and the other joint tenant. The premises are subsidized public housing and are part of a four-unit row housing complex.

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

Rent

The Applicant provided a lease balance statement which indicated a balance of rent owing in the amount of \$655.28. I find the statement in order. Five notices have been served on the Respondent concerning rent arrears, including requests to enter into repayment plans to retire the debt. The rent account has been in arrears since it was assigned to the Respondent.

Repairs

The Applicant provided a work order and invoice for the replacement of two broken windows. Photographs of the broken windows in the bedroom and living room were also provided. I find both windows were damaged due to the negligence of the Respondent or persons they permitted on the premises and find the repair costs of \$803.70 to be reasonable.

Disturbances

The Applicant testified that numerous complaints have been received from other tenants regarding noise at the Respondent's premises. The Applicant has served the Respondent five notices outlining complaints received from other tenants living in or around the residential complex. The Applicant testified that tenants complain about persons constantly coming and going to and from the premises at all hours of the day and night. The Applicant stated that a suspect who was actively sought by the police had been discovered hiding in the Respondent's premises in March 2023. I find the Respondent in breach of their obligation to not disturb other tenants.

In my opinion, the Respondent has been given ample notice of the rent arrears and the noise complaints but has not taken reasonable steps to remedy either. Although given the opportunity to appear at the hearing to dispute or speak to the allegations or offer ways to remedy the breaches, the Respondent did not appear. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Other tenants should not be subjected to the disturbances any longer.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$655.28 and repair costs of \$803.70. The tenancy agreement shall be terminated by order on June 15, 2023 and an eviction order shall become effective on June 16, 2023.

Hal Logsdon
Rental Officer