

IN THE MATTER between **HNT**, Applicant, and **MM**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: June 14, 2023

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office May 10, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent, by registered mail on May 25, 2023.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due and had disturbed other tenants and the landlord. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held on June 14, 2023, by teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on September 13, 2017, and continuing month to month. The subsidized rent is currently \$160 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided, as evidence, an updated statement dated June 1, 2023. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to the statement, the Respondent had no rental arrears in July 2022, but after paying no rent, they owed \$1,760 on June 1, 2023. The Applicant testified that no payments have been made since the statement was submitted. I find the Respondent currently has rental arrears owing of \$1,760.

Disturbances

Under subsection 43(1) "A tenant shall not disturb the landlord's or other tenant's possession or enjoyment of the rental premises or residential complex. (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant."

The Applicant provided evidence and testimony about repeated disturbances by the Respondent or people they allowed into the rental premises or residential complex including:

- January 7, 2022 - complaint from tenant about a child yelling and screaming;
- January 10, 2023 - complaint from tenant that Respondent “noisy all day and all night”, affecting sleep of their daughter and mental health of the tenant, “last night noise going until 5:00am”;
- January 13, 2023 - Landlord spoke to Respondent who apologized and promised to be mindful going forward;
- January 16, 2023 - complaint from tenant, past weekend “worst with noise”, early morning around 4:00am;
- January 17, 2023 - complaint from tenant about noise all night, banging on wall to get him to stop only results in more noise;
- January 17, 2023 - complaint from tenant - very traumatizing, stressful, and tiring listening to yelling and pounding on the walls and floors, cursing at child, last week the child pounded on the floor nonstop for 45 minutes;
- May 25, 2023 - security report based on complaint from neighbour, Respondent arguing with person in hallway outside tenant’s door, asked to leave or enter unit, they entered Respondent’s rental unit.
- May 29, 2023 - complaint from tenant - “we need to get out of here, [Respondent] shooting fire works. Threatening us. Drunk yelling at us. Telling me how he won’t save us from getting beat up! His friend saying he’ll throw a bomb up here?!!” RCMP attended. Tenant later showed video taken on their phone to Applicant who testified that the video showed Respondent and guest discussing throwing bombs and fireworks into the building.

Based on the evidence and testimony of the Applicant, I am satisfied the Respondent has repeatedly disturbed other tenants in the residential complex and is in breach of the Act. Further, the disturbances on May 28, 2023, are very concerning considering the potential risk to other tenants and Landlord’s property posed by the Respondent’s actions, and the threats that were made by the Respondent against other tenants.

Termination and eviction

The Applicant provided evidence and testimony about repeated notices to the Respondent about the disturbances and rental arrears. On January 13, 2023, the Applicant spoke to the Respondent about the noise complaints, and on January 19, 2023, the Applicant sent a written notice about the noise complaints. The Applicant's security staff and the RCMP also attended the rental premises to respond to complaints. Along with rent statements/reminders to pay, the Applicant also sent to the Respondent notice of arrears on January 20, 2023, February 15, 2023 (lease termination warning), and on April 18, 2023 (30 day lease termination notice, termination May 31, 2023).

Based on the evidence and testimony of the Applicant, I am satisfied that termination of the tenancy agreement and eviction are justified. The Respondent has repeatedly not paid any rent and has accumulated rental arrears. They have also repeatedly disturbed other tenants, most recently when they set off fireworks and threatened their neighbours. An order will issue for termination of the tenancy agreement on June 30, 2023, and eviction July 1, 2023.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$1,760 (p. 41(4)(a));
- terminating the tenancy agreement on June 30, 2023 (p. 41(4)(c) and 43(3)(d));
- evicting the Respondent from the rental premises on or after July 1, 2023 (p. 63(4)(a)).

Janice Laycock
Rental Officer