

IN THE MATTER between **HNT**, Applicant, and **KO**, 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-

**KO**

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 YHA on behalf of HNT as the Applicant/Landlord against KO 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, had disturbed other tenants and the landlord, and was responsible for repair of damages. An order was sought for payment of rental arrears, payment of tenant damages, 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).

At the hearing, I reserved my decision on the claim for tenant damages pending further information from the Applicant, as provided for under section 82 of the Act.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012, and continuing month to month. The subsidized rent is currently \$80 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The Applicant provided, as evidence, a statement dated May 5, 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 owed \$75.07 in May 2021, but after repeatedly not paying their rent when due, the balance owing on May 5, 2023 was \$5,375.95.

At the hearing, I calculated the balance for tenant damages as \$3,840.88, however, after further review I realize that this total did not include the payment of \$20, made by the Respondent against the tenant damages on April 28, 2023.

When this payment is considered, the balance claimed for tenant damages is \$3,820.88, and the remainder of the balance owing totalling \$1,555.07, is for rental arrears. At the hearing, the Applicant testified that the rent for June was \$80, and no rent was paid, leaving the amount now owing for rental arrears totalling \$1,635.07.

### *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:

- July 18, 2022 - complaint from tenant about parties in the unit;
- October 28, 2022 - tenant away, guests allowed into rental premises had a party and broke a window, RCMP were called;
- February 22, 2023 - complaints from tenants of loud noises and alleging the Respondent's unit is being used as a party house. Applicant went to rental unit and individual there identified himself as a renter paying half the rent to Respondent and Respondent not living there for awhile. Individual was asked to leave, locks changed the unit secured. Notice sent to Respondent "Securing the Unit - Unauthorized Occupancy". Tenant returned and continued to occupy the unit.

Based on the evidence and testimony, I am satisfied the Respondent or someone they allowed into the rental premises has caused disturbances interfering with the quiet enjoyment of other tenants in breach of their obligations under the Act.

### *Termination and eviction - Rental arrears*

The Applicant provided evidence and testimony about repeated notices to the Respondent about the rental arrears. Along with rent statements/reminders to pay, since May 2021, the Applicant also sent to the Respondent notice of arrears on October 17, 2022 and November 21, 2022 (10 day lease termination notice).

On December 1, 2022, the Respondent signed a Last Chance Agreement with the Landlord to pay \$1,948.71 in arrears - paying \$80 and then \$60 per month. The Respondent did not comply with the agreement, and on January 20, 2023, the Applicant sent the Respondent a "Payment Plan Violation - Lease Termination Warning". After this notice, the Respondent continued to not comply with the agreement to pay and did not pay rent for March, May, and June 2023. At the hearing, the Applicant stated because the Respondent had not complied with their Last Chance Agreement, they were not willing to consider a conditional termination.

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 rent and has accumulated significant rental arrears. An order will issue for termination of the tenancy agreement on June 30, 2023 and eviction July 1, 2023.

*Termination and eviction - disturbances*

I am satisfied the Respondent has allowed others into her rental unit and is responsible for disturbances caused by them or their guests, however, I do not believe that this would justify termination and eviction.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$1,635.07 (p. 41(4)(a));
- terminating the tenancy agreement on June 30, 2023 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on or after July 1, 2023 (p. 63(4)(a)).

---

Janice Laycock  
Rental Officer