

IN THE MATTER between **HNT**, Applicant, and **LU and BC**, Respondents.

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 **hamlet of Fort Resolution, in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

LU and BC

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	EAM, representing the Applicant
<u>Date of Decision:</u>	October 5, 2023

REASONS FOR DECISION

An application to a rental officer made by the FRHA on behalf of HNT as the Applicant/Landlord against LU and BC as the Respondents/Tenants was filed by the Rental Office June 14, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondents by registered mail on July 4, 2023.

The Applicant claimed the Respondents had repeatedly not paid their rent when due, had accumulated significant rental arrears, and were responsible for repeated disturbances. An order was sought for payment of rental arrears, to pay all future rent on time, as well as for termination of the tenancy agreement and eviction.

A hearing was held on August 9, 2023, by three-way teleconference. MU appeared representing the Applicant. LU appeared on behalf of the Respondents. I adjourned this hearing until October 4, 2023, to allow time for the Applicant to complete the assessment of the subsidized rent for the rental year beginning in July 2023 and provide updated information relating to their claim for payment of rental arrears. The Respondents had testified they were in the process of providing income information to the Applicant.

The hearing resumed on October 4, 2023, by three-way teleconference. EAM appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As notice of this hearing was provided to the Respondents by email deemed served on August 12, 2023, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing pending receipt of an updated lease balance statement.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on June 16, 2022, and continues month to month. The subsidized rent is currently \$845 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided as evidence in the filed application, a lease balance statement with charges and payments made up to June 1, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the account during this tenancy. According to the June 1st statement the Respondent had outstanding rental arrears totalling \$2,160.42.

Prior to the resumption of the hearing in October, the Applicant provided a statement to the Rental Office showing a payment of \$1,000 had been made by the Respondents on June 5, 2023, bringing the balance owing to \$1,160.42. At the hearing the Applicant testified that despite previous promises, the Respondents had not provided their income information for 2022, in breach of subsection 45(1) of the Act and section 6 of the written tenancy agreement, and were being charged full market rent for the months of July, August, September, and October 2023. They also testified that no payments had been made on the rental account since June 5, 2023.

I reserved my decision at the hearing pending receipt and review of an updated lease balance statement from the Applicant for the Respondents' account. The statement was received by the Rental Office on October 5, 2023, showing that after full market rent of \$1,230 was charged for July to October 2023, the Respondents currently have rental arrears totalling \$6,080.42.

Disturbances

The Applicant testified and provided evidence that the Respondents had repeatedly disturbed other tenants' enjoyment of the rental premises in breach of subsection 43(1) of the Act. In the filed application the Applicant provided copies of letters to the Respondents regarding complaints about disturbances:

- May 29, 2023 - "reported on May 29, 2023, that disturbances coming from your unit from loud music. Surrounding neighbours do not have to tolerate this type of behaviour; they have a right to a quiet enjoyment. You have received several warnings the next step is for the LHO to file to the Rental Officer."

- May 19, 2023 - “reported that on several occasions and the most recent incident that occurred May 16, 2023, that you are constantly partying with a house full of people and very loud music, fighting in unit with your continuous parties, furthermore the RCMP have been to your residence on numerous of occasions most recent on May 16, 2023. Furthermore it has been reported that high traffic in and out of your unit on April 20 & 24, the LHO have notices with the days of partying and disturbances on file.”
- May 11, 2023 - “to advise you that the LHO acknowledges /received complaints about continuous disturbances, it has been reported repeatedly that your disturbances from partying are disruptive and heavy ongoing traffic. Surrounding neighbours do not have to tolerate this type of behaviour; they have a right to quiet enjoyment.”
- May 10, 2022 - “noted and acknowledged that you had individuals residing in your premises in your absence which is a breach of your tenancy agreement, furthermore these individuals have been causing a disturbance with partying.”

At the hearing on October 4, 2023, the Applicant testified that since May 2023 they have not been sending their staff to the Respondent’s rental premises as they are concerned with their staff’s safety. They continue to get regular calls about disturbances at the rental premises. They also provided further details based on their notes about disturbances in May 2022 and throughout 2023. The notes about complaints from 2023 are provided below:

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- April 13, 2023 - received a message from the neighbour, partying and noise is ongoing.

Based on the evidence and testimony of the Applicant, I find the Respondents have repeatedly disturbed the landlord or other tenants’ enjoyment of the rental premises and are in breach of subsection 43(1) of the Act.

Termination of tenancy agreement and eviction

Based on the evidence and testimony, I am satisfied that the Respondents have repeatedly not paid their rent when due in breach of subsection 41(1) of the Act, are in breach of their obligation under subsection 45(1) of the Act and section 6 of the written tenancy agreement to provide income information, and have repeatedly disturbed the landlord's or other tenants' enjoyment of the rental premises contrary to subsection 43(1) of the Act. For these reasons, and considering the disturbances are causing the Applicant to be concerned about their staff's safety, I believe that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,080.42 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2023 (p. 41(4)(c), p. 43(3)(d), p. 45(4)(e)); and
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An application to a rental officer made by the FRHA on behalf of HNT as the Applicant/Landlord against LU and BC as the Respondents/Tenants was filed by the Rental Office June 14, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondents by registered mail on July 4, 2023.

The Applicant claimed the Respondents had repeatedly not paid their rent when due, had accumulated significant rental arrears, and were responsible for repeated disturbances. An order was sought for payment of rental arrears, to pay all future rent on time, as well as for termination of the tenancy agreement and eviction.

A hearing was held on August 9, 2023, by three-way teleconference. MU appeared representing the Applicant. LU appeared on behalf of the Respondents. I adjourned this hearing until October 4, 2023, to allow time for the Applicant to complete the assessment of the subsidized rent for the rental year beginning in July 2023 and provide updated information relating to their claim for payment of rental arrears. The Respondents had testified they were in the process of providing income information to the Applicant.

The hearing resumed on October 4, 2023, by three-way teleconference. EAM appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As notice of this hearing was provided to the Respondents by email deemed served on August 12, 2023, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing pending receipt of an updated lease balance statement.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on June 16, 2022, and continues month to month. The subsidized rent is currently \$845 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided as evidence in the filed application, a lease balance statement with charges and payments made up to June 1, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the account during this tenancy. According to the June 1st statement the Respondent had outstanding rental arrears totalling \$2,160.42.

Prior to the resumption of the hearing in October, the Applicant provided a statement to the Rental Office showing a payment of \$1,000 had been made by the Respondents on June 5, 2023, bringing the balance owing to \$1,160.42. At the hearing the Applicant testified that despite previous promises, the Respondents had not provided their income information for 2022, in breach of subsection 45(1) of the Act and section 6 of the written tenancy agreement, and were being charged full market rent for the months of July, August, September, and October 2023. They also testified that no payments had been made on the rental account since June 5, 2023.

I reserved my decision at the hearing pending receipt and review of an updated lease balance statement from the Applicant for the Respondents' account. The statement was received by the Rental Office on October 5, 2023, showing that after full market rent of \$1,230 was charged for July to October 2023, the Respondents currently have rental arrears totalling \$6,080.42.

Disturbances

The Applicant testified and provided evidence that the Respondents had repeatedly disturbed other tenants' enjoyment of the rental premises in breach of subsection 43(1) of the Act. In the filed application the Applicant provided copies of letters to the Respondents regarding complaints about disturbances:

- May 29, 2023 - "reported on May 29, 2023, that disturbances coming from your unit from loud music. Surrounding neighbours do not have to tolerate this type of behaviour; they have a right to a quiet enjoyment. You have received several warnings the next step is for the LHO to file to the Rental Officer."

- May 19, 2023 - “reported that on several occasions and the most recent incident that occurred May 16, 2023, that you are constantly partying with a house full of people and very loud music, fighting in unit with your continuous parties, furthermore the RCMP have been to your residence on numerous of occasions most recent on May 16, 2023. Furthermore it has been reported that high traffic in and out of your unit on April 20 & 24, the LHO have notices with the days of partying and disturbances on file.”
- May 11, 2023 - “to advise you that the LHO acknowledges /received complaints about continuous disturbances, it has been reported repeatedly that your disturbances from partying are disruptive and heavy ongoing traffic. Surrounding neighbours do not have to tolerate this type of behaviour; they have a right to quiet enjoyment.”
- May 10, 2022 - “noted and acknowledged that you had individuals residing in your premises in your absence which is a breach of your tenancy agreement, furthermore these individuals have been causing a disturbance with partying.”

At the hearing on October 4, 2023, the Applicant testified that since May 2023 they have not been sending their staff to the Respondent’s rental premises as they are concerned with their staff’s safety. They continue to get regular calls about disturbances at the rental premises. They also provided further details based on their notes about disturbances in May 2022 and throughout 2023. The notes about complaints from 2023 are provided below:

- September 25, 2023 - received call about traffic in and out of the rental premises;
- May 29, 2023 - a lot of disturbances from partying, high traffic, fights the weekend of May 26-27, 2023, RCMP called to residence, this was verified directly with RCMP;
- May 16, 2023 - RCMP came to the office to discuss disturbances, the disturbances and high traffic and partying are out of hand;
- May 11, 2023 - received a text from a concerned neighbour that partying and fighting has escalated from yesterday May 10, 2023, to today, ongoing non stop;
- April 24, 2023 - received numerous calls from concerned community members that the traffic is heavy;
- April 20, 2023 - received calls that traffic is heavy; and
- April 13, 2023 - received a message from the neighbour, partying and noise is ongoing.

Based on the evidence and testimony of the Applicant, I find the Respondents have repeatedly disturbed the landlord or other tenants’ enjoyment of the rental premises and are in breach of subsection 43(1) of the Act.

Termination of tenancy agreement and eviction

Based on the evidence and testimony, I am satisfied that the Respondents have repeatedly not paid their rent when due in breach of subsection 41(1) of the Act, are in breach of their obligation under subsection 45(1) of the Act and section 6 of the written tenancy agreement to provide income information, and have repeatedly disturbed the landlord's or other tenants' enjoyment of the rental premises contrary to subsection 43(1) of the Act. For these reasons, and considering the disturbances are causing the Applicant to be concerned about their staff's safety, I believe that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,080.42 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2023 (p. 41(4)(c), p. 43(3)(d), p. 45(4)(e)); and
- evicting the Respondents from the rental premises on November 1, 2023 (p. 63(4)(a)).

Janice Laycock
Rental Officer