

IN THE MATTER between **HNT**, Applicant, and **RG**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **village of Fort Simpson in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

RG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 28, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DC, representing the Applicant

Date of Decision: May 29, 2024

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of HNT as the Applicant/Landlord against RG as the Respondent/Tenant was filed by the Rental Office on December 20, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in the village of Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail to North Slave Correctional Complex on April 3, 2024.

The Applicant alleged the Respondent repeatedly breached the tenancy agreement by failing to pay rent and disturbing other tenants in the rental complex. The applicant sought an order requiring the Respondent to pay rental arrears, terminating the tenancy agreement, and eviction.

A hearing was originally scheduled for April 2, 2024, but was cancelled as the Respondent had been incarcerated in December 2023 and the Applicant was unable to provide service on the Respondent. The hearing was rescheduled and held May 28, 2024, by three-way teleconference. DC appeared representing the Applicant. The Respondent was served notice to attend by registered mail at the North Slave Correctional Complex on March 28, 2024, and signed for on April 3, 2024. 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 (Act)*. The hearing was adjourned *sine die* pending receipt of supplementary information regarding rental arrears.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing December 12, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Disturbances

The Applicant's representative provided associated notes and letters detailing multiple incidents occurring with the Respondent:

- May 9, 2023, - Letter regarding excessive noise in relation to loud music;
- August 25, 2023, - Letter regarding excessive noise in relation to loud music;
- August 23, 2023, - note, from security personnel regarding loud music and tenants within the rental complex repeatedly contacting them with their complaint. The Respondent ignored security personnel attempt to address the behaviour;

- September 11, 2023, received letters. May 9, 2023, and August 23, 2023, letters were sent regarding excessive noise in relation to loud music. The September 11, 2023, letter detailed the Respondents unacceptable behaviour on September 6, 2023 regarding the Respondent shouting, using foul language, and uttering threats against tenant; and
- December 5, 2023, tenant attended the Applicant's representatives place of work to report the Respondent was talking in voices about planning to kill everyone within the residential complex on a specific date. RCMP were notified.

The Applicant's representative also testified, in December 2023, the Respondent was incarcerated and no further disturbances have occurred.

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments received against the Respondents' rent account from December 12, 2022 to May 8, 2024. All rents have been subsidized and assessed at \$80.00. The lease balance statement entered into evidence at the time of the application to the rental officer on December 7, 2023, with an arrears balance of \$300.00. The lease balance statement also showed the Respondent continually failing to pay or pay in full the monthly assessed rents. During the hearing, the Applicants representative testified only one payment was made against the rent account between the application and hearing date. The Applicant's updated lease balance statement entered into evidence supports this claim. The Respondent has missed paying rent in full four times, leaving a balance owing in the amount of \$490.00.

Termination of the tenancy agreement and eviction

In light of the repeated disturbances occurring and amount of the rental arrears accumulated by the Respondent, I am satisfied termination and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears of \$490.00 (p 41(4)(a));
- terminating the tenancy June 30, 2024 (p. 41(4)(c), 43(3)(d)); and
- evicting the Respondent from the rental premises July 1, 2024 (p. 63(4)(a)).