

IN THE MATTER between **HNT**, Applicant, and **TB**, 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 **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

TB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the Applicant

Date of Decision: May 22, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against TB as the Respondent/Tenant was filed by the Rental Office February 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was deemed served on the Respondent by email on May 17, 2024.

The Applicant claimed the Respondent had repeatedly not paid their rent when due and had accrued rental arrears, and they had disturbed the quiet enjoyment of other tenants. An order was sought for payment of rental arrears owing, termination of the tenancy agreement, and eviction.

A hearing was held on May 22, 2024, by three-way teleconference. MU appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided 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).

Previous orders

Previous order #17315 between NTHC and TB, issued July 29, 2021, required the Respondent to pay costs of repairs in the amount of \$1,075.20.

Previous order #15869 between NTHC and TB and JO, required the Respondents to pay rental arrears in the amount of \$2,728.00.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on September 19, 2017 and continuing month to month. The subsidized rent is \$75 per month. I am satisfied there is a valid tenancy agreement between the parties in accordance with the Act.

Rental arrears

The lease balance statement provided, as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the updated statement dated May 21, 2024, the balance currently owing is \$1,377.66. When the charge of \$177.66, for tenant damages, which is not part of this application, is deducted the amount owing for rental arrears is \$1,200.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent has rental arrears owing in the amount of \$1,200.

Disturbances

In their application, the Applicant alleged that the Respondent had breached their obligation under subsection 43(1) and they sought remedies under 43(3) of the Act. They provided as evidence notices provided to the Respondent about the disturbances and their notes about the disturbances. Recent disturbances documented include high traffic September 25, 2023, and excessive noise and disturbances August 25, 2023. The Applicant notes that in August the RCMP confirmed 36 calls for service.

In addition to disturbances, the Applicant also alleged that the Respondent had an unauthorized person living in their rental unit in breach of their tenancy agreement, illegal activities were occurring in the rental premises - the Landlord's maintenance staff had witnessed the Respondents guest dealing drugs in the rental unit, and at the hearing they alleged the Respondent is rarely living in the rental unit.

Based on the evidence, I am satisfied that there have been disturbances and will order the Respondent to comply with their obligation under the Act to not disturb other tenants or their landlord and not to breach this obligation again.

Regarding the other allegations about the illegal activities, these allegations are not part of the filed application and sufficient evidence was not provided to support a revision to the application.

Termination and eviction

According to the lease balance statement provided, as evidence, despite repeated notices, the Respondent has repeatedly breached their obligation to pay their rent when due. In October 2022, their balance owing was \$0, but over the following nineteen months they only made three payments of \$75 each, and have accrued rental arrears. Despite numerous notices about the arrears they have not made any attempt to establish a payment plan, or taken any other steps to address the arrears.

Based on the evidence, I am satisfied that termination of the tenancy agreement and eviction are justified. With the agreement of the Applicant the termination will be conditional. The Respondent's tenancy will be terminated on July 31, 2024, unless the rental arrears owing are paid in full and rent for June and July are paid when due. If the tenancy is terminated, the Respondent will be evicted from the rental premises on August 1, 2024.

Orders

An order will issue:

- requiring the Respondent to pay rent owing in the amount of \$1,200 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to not disturb the landlord's or other tenant's quiet enjoyment of the rental premises or residential complex and not to breach this obligation again (p. 43(3)(a) and p. 43(3)(b));
- terminating the tenancy on July 31, 2024, and requiring the tenant to vacate the rental premises on that date unless rental arrears are paid in full, and rent for June, July and August 2024 are paid when due (p. 41(4)(c) and ss 83(1)); and
- if the tenancy is terminated, evicting the Respondent from the rental premises on August 1, 2024 (p. 63(4)(a)).

Janice Laycock
Rental Officer