

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

TM

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
TM, the Respondent

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 TM 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 served on the Respondent by registered on March 20, 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, TM, also appeared at the hearing. At the hearing, the Respondent pointed out that the filed application had been sent to their parent's box number in error and they had only received it last week. They did not ask for an adjournment.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing for the term October 1, 2019, to January 31, 2020, and then 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 *Residential Tenancies Act* (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, after not paying any rent since June 2023, the balance currently owing is \$800.

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 \$800.

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 a complaint about excessive noise coming from the rental premises all morning on January 4, 2024, reports of disturbances and high traffic coming and going from the premises in December and on November 9, 2023, as well as disturbances on October 12, 2023, caused by someone who later entered the Respondent's rental premises.

In addition to disturbances, the complaints documented by the Applicant also allege illegal activities in the rental unit.

At the hearing, the Respondent reported that people do come and go from their rental unit, sometimes these are people that are not welcome and are turned away. They themselves hear disturbances in the building. They disputed allegations of illegal activities.

Based on the evidence, I am satisfied that there have been disturbances by the Respondent or their guests 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, were refuted by the Respondent, and insufficient evidence was provided to support a revision to the application.

Termination and eviction

According to the lease balance statement provided, as evidence, the Respondent has repeatedly breached their obligation to pay their rent when due. In June 2023, they had a credit on their balance, however, after not paying any rent since then they have accrued fairly significant rental arrears. Also, according to the Applicant, despite numerous notices about the arrears, the Respondent has not responded to their notices or taken any steps to address the arrears.

The Respondent did not dispute the amount owing or the Applicant's testimony, and said they were not working and their child tax goes to the kids. They are now working with the local social worker and income assistance to secure funding to pay their rent and arrears. They also claimed that they hadn't received some of the notices, as their "ex" had access to their current post box and hadn't given them the mail. I pointed out they were responsible for sorting out any issue with their mail, not their landlord.

Based on the evidence, I am satisfied that termination of the tenancy agreement and eviction are justified, based on the breach of their obligation to pay rent when due under subsection 41(1) of the Act. Although I believe that disturbances have occurred in breach of subsection 43(1) of the Act, I am not satisfied based on the evidence and testimony that termination is also justified for these breaches.

With the agreement of the Applicant and considering the Respondent's promises to pay, the termination of the tenancy will be conditional. The Respondent's tenancy will be terminated on August 31, 2024, unless the rental arrears owing are paid in full and rent for June, July, and August are paid when due. If the tenancy is terminated, the Respondent will be evicted from the rental premises on September 1, 2024.

Subsection 68(2) - tenant raises issue at hearing

At the hearing, the Respondent also claimed their exterior door had been broken since October, when someone tried to break in, and although they had filed a complaint with the RCMP, which they understood would be forwarded to their landlord, no one had come to fix the door. The door doesn't close properly and they can't lock it, so it is important to get it fixed soon.

The Applicant suggested that the Respondent should have contacted their office to report the damages, and should now follow up with their office. They agreed to send someone over to look at the door and attend to the repairs.

Under subsection 68(2) of the Act, at a hearing to terminate a tenancy or to evict a tenant, a tenant may raise any issues that may have been the subject of an application under the Act, and the rental officer, if they consider it appropriate, may make an order. In this case I do not think an order is appropriate, as the Landlord, after being made aware of the issue, has committed to do the required repairs.

Orders

An order will issue:

- requiring the Respondent to pay rent owing in the amount of \$800 (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 August 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 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 September 1, 2024 (p. 63(4)(a)).

Janice Laycock
Rental Officer