

IN THE MATTER between **HNT**, Applicant, and **BP and LJP**, 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 Tuktoyaktuk in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

BK and LJP

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 25, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DM, representing the Applicant
<u>Date of Decision:</u>	September 26, 2024

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against BP and LJP as the Respondents/Tenants was filed by the Rental Office August 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondents on August 21, 2024.

The Applicant claimed the Respondents had not paid their rent when due and had accumulated rental arrears, were responsible for costs to repair damages, and had repeatedly disturbed other tenants. An order was sought for payment of rental arrears, to pay rent on time, to pay costs for repair of damages, termination of the tenancy agreement, and eviction.

A hearing was held on September 25, 2024, by three-way teleconference. DM attended representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents had received sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided as evidence the written tenancy agreement between the parties for subsidized public housing commencing on July 29, 2021, and continuing month to month. The subsidized rent is currently \$140 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 statement provided with the application, on November 1, 2023, the Respondents owed \$140.

At the hearing, the Applicant testified that it was an oversight not to provide a more updated statement and the Respondents currently had no rental arrears owing. I asked the Applicant to provide a copy of the updated lease balance. A copy was provided after the hearing confirming the Applicant's testimony.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and find they currently have no rental arrears.

Tenant damages

The Applicant claimed the Respondents were responsible for outstanding costs to repair damages to the rental premises and provided photographs of the damages, a copy of Invoice 473627, Work Order TD413139, and the invoice from Iceberg Enterprises #2024-1014 dated April 22, 2024, for \$9,791.25. These damages were discovered after a complaint about a noise disturbance.

At the hearing, the Applicant testified that the repairs that were carried out were to repair eighteen holes in the walls caused by the Respondents or their guests. This work was completed as there were some areas where wires were exposed posing a danger. There are further repairs, including painting required, however, these repairs are not being carried out now, due to the risk of further damages in the unit due to the partying.

The Applicant also provided as evidence a copy of an agreement to pay dated April 25, 2024, and signed by the Respondents. Under this agreement, the Respondents had agreed to pay \$135 each month against the costs of damages, in addition to their subsidized rent. So far they have only partially complied, paying \$382.78, bringing the balance owing on September 25, 2024, to \$9,408.47. No payments were made on the tenant damages June to September 2024.

I am satisfied based on the evidence that the Respondents are responsible for the costs to repair damages and these costs are reasonable. I find they are currently responsible for costs to repair damages in the amount of \$9,408.47.

Termination of the tenancy agreement - disturbances

Under subsection 43(1) of the Act "A tenant shall not disturb the landlord's or other tenant's possession or enjoyment of the rental premises or residential complex", and under subsection 43(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 copies of notices to the Respondents and testified to repeated disturbances caused by the Respondents in breach of this section including:

- April 2, 2024, - noise complaint received;
- March 22, 2024, weekend - complaint about loud ongoing parties, banging and yelling through the entire weekend
- February 17, 2024, weekend - complaint about loud partying, violence, banging;
- August 22, 2024 - complaint regarding partying, loud music, loud banging throughout the night of August 21/22, 2023;
- July 14 and 15, 2023 - complaint regarding partying, loud music, yelling, and loud banging;
- July 8 and 9th - complaints regarding noise disturbances; and
- April 3, 2023 - complaints regarding banging, loud partying all weekend.

The Applicant testified that although complaints from other tenants have dropped off, the partying and disturbances have continued. They have received complaints from those living in the area and as the Applicant lives a few doors down, they have also witnessed partying and disturbances. They testified that in January and July 2024, individuals were found to be unresponsive and removed from the rental unit. They believe that these deaths are as a result of heavy drinking and partying. They have repeatedly provided notices and talked to the Respondents about the disturbances and the impact on other tenants, but the disturbances continue.

I am satisfied based on the evidence that the Respondents have repeatedly breached their obligation under subsection 43(1) of the Act, and find that termination of the tenancy agreement and eviction is justified.

With the support of the Applicant, the termination of the tenancy agreement will be conditional, if the Respondents can comply with their obligation to not disturb other tenants in October, November, and December 2024, their tenancy will continue and they will not be evicted.

Orders

An order will issue:

- requiring the Respondents to comply with their obligation to repair damages caused by the tenant or persons permitted on the rental premises and not do any further damage(p. 42(3)(a) and p. 42(3)(b));
- requiring the Respondents to pay costs for repair of damages in the amount of \$9,408.47 (p. 42(3)(e));

- requiring the Respondents to comply with their obligation to not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex and not breach this obligation again (p. 43(3)(a) and p. 43(3)(b));
- terminating the tenancy agreement on:
 - (a) October 31, 2024, unless there are no further disturbances caused by the Respondents or persons they permit to enter the residential complex or rental premises, that are verified by the landlord;
 - (b) November 30, 2024, unless there are no further disturbances caused by the Respondents or persons they permit to enter the residential complex or rental premises, that are verified by the landlord;
 - (c) December 31, 2024, unless there are no further disturbances caused by the Respondents or persons they permit to enter the residential complex or rental premises, that are verified by the landlord (p 43(3)(d) and ss. 83(2)); and
- evicting the Respondents from the rental premises:
 - (a) November 1, 2024, if the termination of the tenancy agreement becomes effective October 31, 2024;
 - (b) December 1, 2024, if the termination of the tenancy agreement becomes effective November 30, 2024; and
 - (c) January 1, 2025, if the termination of the tenancy agreement becomes effective December 31, 2024. (p. 63(4)(a) and ss. 83(2)).

Janice Laycock
Rental Officer