

IN THE MATTER between **DEL**, Applicant, and **RS**, 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 **Hamlet of Fort Providence in the Northwest
Territories**;

BETWEEN:

DEL

Applicant/Landlord

-and-

RS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 19, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LL, representing the Applicant

Date of Decision: December 20, 2024

REASONS FOR DECISION

An application to a rental officer made by DEL as the Applicant/Landlord against RS as the Respondent/Tenant was filed by the Rental Office November 14, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent on November 18, 2024.

The Applicant alleged the Respondent had caused repeated disturbances within the rental complex and has failed to pay rent on time and in full resulting in the accumulation of rental arrears. An order was sought for arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 19, 2024, in Yellowknife by three-way teleconference. LL appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*.

I reserved my decision for the Applicant to provide a statement of rent account and email notice referenced in testimony and to review the testimony and evidence.

Tenancy Agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties commencing October 1, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

From this point forward the Applicant/Landlord will be known as the Landlord and the Respondent/Tenant will be known as the Tenant.

Rental arrears

The Landlord's representative testified the Tenant had not made any payments towards rent and arrears since filing the application to a rental officer and accumulated \$2,950.00 in rental arrears. The tenancy agreement indicates the Tenant's monthly rent was set at \$1,000.00 per month. To support the Landlord's claim and entered into evidence, was a statement to the Tenant indicating the Tenant had only paid \$50.00 towards the rent in October.

To verify the accounting of rent, the Rental Officer requested a lease balance statement back to the start of the tenancy. The Landlord did not provide the statement as request but did provide a customer aged detailed report identifying transactions. The aged report indicated the Tenant had underpaid the rent in October 2024 rent and failed to pay rents for November and December 2024, resulting in accumulated arrears in the amount \$2,950.00. The Landlord also claimed interest charges for payments more than 30 days for a total amount of \$3.51. The *Act* and *Residential Tenancies Regulations (RTR)* do not allow for the charging of interest and therefore the interest charge is invalid. Section 3 of the *RTR* does allow for a late payment penalty respecting rent due under a tenancy agreement.

I am satisfied the Tenant failed to pay rent on time and in full resulting in the accumulation of rental arrears in the amount of \$2,950.00.

Disturbances

The Landlord testified, and provided evidence, that the Tenant 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 Respondent regarding complaints about disturbances.

Entered into evidence were two letters from the Landlord to the Tenant dated February 22, 2023 and March 15, 2023, and a text message from another tenant dated March 15, 2023 regarding the Tenant causing disturbances. The tenant who sent the text message vacated the rental premises vacated on March 31, 2023 due to the constant disturbances. Entered into evidence were multiple email complaints from tenants to the Landlord in 2024 regarding the Tenant partying, causing disturbances, and language. Also, included were emails to the Tenant regarding disturbances among other tenancy issues.

During the hearing, the Landlord's representative read into the record a tenant within the complex had made a complaint regarding disturbances and that this person had also given notice they would be vacating due to the issues of disturbances within the rental complex. The Landlord testified the disturbance complaint was on December 11, 2024. The Rental Officer requested a copy of this email to support the claim. The Landlord's representative agreed to, but did not provide a copy of the notice received.

The Rental Officer also questioned whether the RCMP had attended the rental premises with regards to the disturbances. The Landlord testified the RCMP had attended but did not have documented evidence.

The Landlord did not provide the documentation as requested by the Rental Officer. However, I am satisfied based on the history during the tenancy the Tenant has repeatedly and unreasonably caused disturbances to the Landlord and other tenants within the rental complex. I find the Tenant has repeatedly failed to comply with their obligation not to cause disturbances in accordance with paragraph 43(1) of the *Act* and paragraph 10(c) of tenancy agreement.

Termination of the tenancy agreement and eviction

In light of the Tenant's failure to pay rent as required, accumulated arrears, and repeated failure to comply with the obligation not to cause disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. The Landlord's representative requested immediate termination. A termination date of January 1, 2025, an order for the Tenant to comply with the obligation not to cause disturbances and not to breach that obligation again will also be issued.

Orders

An order will issue:

- requiring the Tenant to the Landlord rental arrears in the amount of \$2,950.00 (41(4)(a));
- requiring the Tenant to comply with the obligation not to cause disturbances and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement January 1, 2025 (p. 43(3)(d)); and
- evicting the Tenant from the rental premises January 2, 2025(p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer