

IN THE MATTER between **NRR**, Applicant, and **ST**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**ST**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 5, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>SM, JI representing the Applicant DQ, witness for the Applicant ST, Respondent LT, witness for the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 5, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against ST as the Respondent/Tenant was filed by the Rental Office February 6, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on February 10, 2025.

The Applicant claimed the Respondent had repeatedly not paid their rent when due, had accrued significant rental arrears, and the Respondent was responsible for disturbances. An order was sought for payment of rent arrears and late payment penalties, as well as termination of the tenancy for breaches of their obligation to pay rent on time, and eviction.

A hearing was held on March 5, 2025, by three-way teleconference. SM and JI appeared representing the Applicant, DQ from RCC appeared as a witness for the Applicant. The Respondent, ST, appeared, along with LT, as a supporting witness.

At the hearing, I mentioned that the Rental Office had received additional emails from both the Applicant and the Respondent that had arrived late in the day on March 4, 2025, and were received too late to be considered by me prior to the hearing and would not be included as evidence.

#### *Tenancy agreement*

The Applicant provided, as evidence, a copy of the written tenancy agreement between the parties for the term July 1, 2019 to June 30, 2020 and then continuing month to month. Rent was \$1,810, and as of March 2025, is \$1,900 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 Applicant provided, as evidence, an updated statement printed on March 4, 2025. This statement represents the Landlord's accounting of monthly rents charged and payments received against the Respondent's rent account. According to this statement, rent was repeatedly not paid when due. When the application was filed, the Respondent had rental arrears owing totalling \$14,851.32. Since then, these arrears, including late payment penalties, have been paid in full and by the end of February there was a credit on the rental account of \$1,381.68. According to the statement with March rent of \$1900, and penalty for late payments of \$5, the Respondent currently owes \$523.32.

At the hearing, and in their evidence, the Respondent explained that they were on a disability and had expected their rent to be paid by the government. They were not aware that the rent had not been paid, as their internet was spotty and for a while they were not getting the statements from the Landlord. It wasn't until the application was filed that they became aware of the issue with their rent. When they were made away of the issue, they worked with their funding source at the government to resolve the issue. In their written evidence and at the hearing they committed to ensure that in the future rent is paid each month.

The Respondent questioned the amount currently owing, and they were not clear why the late payment penalty varied from month to month. I explained that under subsection 41(2) of the Act "a tenant who pays his or her rent later than the dates specified by the tenancy agreement is liable to a penalty calculated in accordance with the regulations." Under section 3 of the *Residential Tenancy Regulations*, a late payment penalty must not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65. The late payment penalty may vary depending on when the rent is paid.

At the hearing, I stated that I had reviewed the Applicant's statement and found that the late payment penalties were charged in accordance with the Act and Regulations, although full penalties allowed under the Act were not always charged. At the hearing, I stated the statement accurately reflects the status of the Respondent's rent account and arrears owing were currently \$532.32.

I note that after further review of the statement after the hearing, I found that the Applicant had included a charge of \$100 "RO Application Fee", this charge is not in accordance with the Act, the fees are considered part of the Landlord's cost to do business, and should be deducted from the total owing by the Respondent. With this change, I now find the arrears currently owing are \$432.32.

Considering that the hearing was held early in March, the majority of the rent had been paid, and the Respondent's commitment to make sure in the future that their rent is paid, I decided not to order the payment of these arrears at this time. I note the Applicant's lease statement should be adjusted to remove the \$100 charge.

#### *Termination and eviction*

In their application, the Applicant sought termination of the tenancy agreement and the Tenant to vacate the rental premises, as provided for under paragraph 41(4)(c) of the Act, which allows a rental officer who has determined a tenant has failed to pay rent in accordance with subsection (1) to order termination of the tenancy on a specified date. They also sought an order of eviction under 63(4)(a) of the Act.

At the hearing, the Applicant stated that the Respondent had repeatedly not paid their rent in breach of their obligations under the Act and regular notices of the arrears had been sent to the Respondent at the email address they had provided. Based on the repeated breaches, they were still seeking termination of the tenancy agreement and eviction.

According to the statement provided by the Applicant, after a credit balance in August 2023 of \$351.68, not paying full rent during the period June 2024 to January 2025, at the beginning of February 2025, the Respondent had repeatedly breached their obligation to pay their rent when due and had arrears totalling \$14,851.32.

Again, the Respondent has testified that their rent is typically paid each month by the government and they were not aware that it had not been paid. They had provided another email address to the Landlord and did not always have access to the internet to check email. When they were aware that rent had not been paid, they took steps to have the error corrected, and arrears were paid. They understand that they are responsible for the rent and will in the future make sure that it is paid.

At the hearing, I denied the Applicant's request for termination of the tenancy agreement and eviction. Although the Respondent was in breach of their obligations under the Act, I believe that this was not a deliberate action on their part it is clear that errors were made by the funding source. I agree that the Respondent is responsible for paying rent, but they have paid off the arrears owing and have made a commitment to make sure that their rent is paid in the future.

Although I will not order termination of the tenancy agreement or eviction, in recognition of the previous breaches, I have decided to issue an order requiring the Respondent to comply with their obligation to pay their rent on time.

#### *Disturbances*

The Applicant claimed the Tenant had repeatedly disturbed the Landlord's or other tenants' enjoyment of the rental premises or residential complex. They provided, as evidence, the following:

- June 29, 2020 - complaint about Tenant urinating off their balcony. Tenant disputed this and reported they were watering plants, but would be careful.
- Feb 22, 2023 - notice provided to Respondent of 1<sup>st</sup> noise complaint - RC called to unit, loud music coming from unit, were not let into unit, complaint again at 1:45am of loud music and banging on walls from unit, by time RC arrived it was quiet.
- January 31, 2025 - complaint from another tenant that person in X is smoking Marijuana, frequently bangs on the walls late at night disrupting sleep. Also claimed that Tenant was inviting dangerous people into complex and one had attacked them in the hall. Complaint was provided to Tenant by email. A video was provided with application showing Respondent in hallway interacting with a person.
- January 6, 2025 - video and incident report provided about regular inspection visit to rental unit. When the Landlord's representatives and RCMP entered unit for inspection, the Respondent was yelling, swearing, calling them names, threatening them, and also violently pushed the Landlord's representative and the RCMP officer. At the hearing, the Applicant also testified that the Respondent had been posting on social media, and the remarks were concerning.

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- February 26, 2025 - a note was provided to the Respondent by the Applicant that various tenants in the building were reporting that the Respondent had been banging on their door, sometimes alone, sometimes with a male, one occurrence this month and the tenant reported that there were racist remarks as well.

At the hearing, the Respondent pointed out that the report from February 26, 2025, was very vague. I agreed with her that the information was very general and did not provide any specific evidence of the incidents.

The Respondent also testified that she had complained about the incident on January 6, 2025, and the RCMP were going to give her an apology. I pointed out to her that based on my review of the video evidence, she should apologize for her actions. I appreciate that she may have felt that the Applicant had not provided proper notice of the inspection, but she did not need to handle the situation in the way that she did, the Landlord's staff were only doing their job. Screaming at them, swearing, calling them crude names, and violently pushing the Landlord's representative and the RCMP officer was extremely inappropriate. At this point, the Respondent acknowledged that they had not handled this incident well, and repeatedly apologized for their actions.

The Respondent also explained that the person in the video that had attacked another tenant, was there to pay them some money and then had left. The Respondent was not aware that the person had not left the building. When they heard the altercation and realized the person was still in the building, they intervened. The video shows them telling the person to get out and pushing them. I cautioned the Respondent that under the Act they are responsible for the behaviour of their guests and in the future need to make sure they leave the building.

At the hearing, the Applicant testified that these were not the only incidents and the Respondent had a history of disturbances and harassing staff. They asked the representative of the Landlord's risk management company to testify to disturbances that had occurred in addition to those referenced in the application. The representative began to provide specific details of each event.

After hearing some of the details, I cut in saying that if these incidents were considered serious, they could have been provided with the application or prior to the hearing. It is difficult for myself or the Tenant to adequately assess a detailed report about a disturbance at the hearing, based on oral evidence alone.

Also, based on the evidence received it was my opinion that the Respondent was responsible for disturbances including the very serious incident on January 6<sup>th</sup>, 2025, and I found that the Respondent had breached their obligation under the Act. An order will issue for the Respondent to comply with their obligation to not disturb their Landlord or other tenants and not breach this obligation again. The Application did not include a request for termination and eviction relating to the disturbances.

At the hearing, I cautioned the Respondent that they are responsible for treating the Landlord fairly and reasonably and shouting, swearing, calling the Landlord names, threatening them and physically attacking them is not acceptable. I assumed, based on their apology, that any posts on social media attacking them would be withdrawn, and that there would be no further incidents like January 6, or for that matter any further disturbances. Although the Applicant did not seek termination of the tenancy agreement for the disturbances in this application, further incidents brought to the Rental Office, could lead to termination of the Respondent's tenancy and eviction.

### *Orders*

An order will issue requiring the Respondent:

- to pay their future rent on time (p. 41(4)(b)); and
- 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 43(3)(b)).

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Janice Laycock  
Rental Officer