

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **George Bloomstrand**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **Town of Hay River in the Northwest Territories**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**GEORGE BLOOMSTRAND**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(d), 45(4)(e), and 54(1)(a) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as Apartment 204, 46 Woodland Drive, in Hay River, Northwest Territories, shall be terminated on November 8, 2013, and the Respondent shall vacate the premises on or before that date.

DATED at the City of Yellowknife in the Northwest Territories this 28th day of October 2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **George Bloomstrand**, Respondent.

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-and-

**GEORGE BLOOMSTRAND**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 25, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories, via Teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Adam Swanson, representing the Applicant George Bloomstrand, the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 25, 2013</b>

## **REASONS FOR DECISION**

### **Application**

The application to a rental officer submitted by the Hay River Housing Authority as the applicant/landlord against George Bloomstrand as the respondent/tenant regarding the rental premises known as Apartment 204, 46 Woodland Drive, in Hay River, Northwest Territories, was received and filed by the Rental Office on September 9, 2013. The applicant personally served a copy of the filed application on the respondent September 17, 2013.

The applicant alleges the respondent has repeatedly and unreasonably disturbed the landlord's and other tenant's possession and enjoyment of the residential complex and has permitted overcrowding in the rental premises. The applicant is seeking an order terminating the tenancy and evicting the tenant from the rental premises. Evidence in support of the application is listed in Appendix A attached to this order.

### **Hearing**

Both parties attended the hearing as scheduled on October 25, 2013.

### **Submissions**

Mr. Adam Swanson, representing the applicant, submitted Mr. Bloomstrand took occupancy of the rental premises on December 15, 2011, with no reported problems immediately after. Between January 2, 2013, and August 28, 2013, six complaints were received from other tenants and the on-site caretaker; three complaints were regarding noise and partying and three complaints were regarding the respondent permitting another person to reside with him. Mr. Swanson further informed me that Mr. Bloomstrand has a history in previous tenancies of the same pattern of behaviour. I acknowledged I have a copy of a rental officer order dated January 20, 2005, which terminated Mr. Bloomstrand's tenancy at that time for a different residential premises for the same reasons as are being alleged today, that being repeatedly disturbing other tenants' quiet enjoyment of the premises.

Mr. Bloomstrand did not dispute either the complaints regarding causing a disturbance or that his girlfriend had stayed with him for extended periods. He opposed the consideration of the complaints from his previous tenancies as they are dated. He stated he is no longer with his girlfriend and she moved out. Since receiving the application to a rental officer, Mr. Bloomstrand has been addressing his alcoholism, which he says contributed to the noise complaints. Mr. Swanson confirmed there have been no further complaints in the last month, however, prior to that Mr. Bloomstrand had not responded to the complaints. Mr. Bloomstrand mentioned the friends who had been coming to his apartment to party are no longer allowed to come over. His ex-girlfriend has not come over either and is, in fact, expected to travel out of the community soon for a period of time.

Both parties agreed that when Mr. Bloomstrand is sober there are no problems and no complaints. However, when Mr. Bloomstrand does drink he has difficulty controlling himself and his friends when at his apartment.

Mr. Swanson's preference for termination of the tenancy comes from the repeated nature of the disturbances, the historical pattern of behaviour reflected from Mr. Bloomstrand's previous tenancies, and Mr. Bloomstrand's breach of the maximum occupancy for the rental premises.

### Determinations

#### *Tenancy agreement*

The fixed-term tenancy agreement for subsidized public housing is dated December 15, 2011. It expired February 29, 2012, after which the tenancy agreement reverted to a periodic tenancy agreement pursuant to section 49 of the *Residential Tenancies Act* (the Act). I am satisfied a current tenancy agreement exists between the parties.

#### *Overcrowding*

Section 45(3) of the Act states "A tenant shall not permit such number of persons to occupy the rental premises on a continuing basis that results...in a breach of the tenancy agreement." Section 5 and Schedule "B" of the tenancy agreement speak to occupancy of the rental premises, the latter specifically identifying that no other persons than the tenant may occupy the premises as the unit is a bachelor suite.

I accept Mr. Swanson's documentary evidence dated between January 2, 2013, and August 28, 2013, supporting the allegation Mr. Bloomstrand had someone living with him. I accept the testimony of Mr. Swanson's witness, Ms. Brenda McAuley, who is the in-house caretaker of the apartment complex. Ms. McAuley's testimony spoke directly to her observations which concluded Mr. Bloomstrand had someone living with him.

Mr. Bloomstrand did not dispute that someone was living with him for extended periods of time.

I find Mr. Bloomstrand in breach of section 45(3) of the Act by permitting another person to live in his apartment with him contrary to section 5 and Schedule "B" of his tenancy agreement.

#### *Quiet enjoyment*

Section 43(1) of the Act states "A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex."

I accept the notes and correspondence dated between January 2, 2013, and August 28, 2013, which Mr. Swanson submitted to support the allegation Mr. Bloomstrand caused excessive noise and permitted partying in his apartment and the complex which disturbed his neighbours' quiet enjoyment. I accept Ms. McAuley's testimony regarding her observations in this regard, which corroborate the documentary evidence.

Mr. Bloomstrand did not dispute the disturbances occurred as reported and took responsibility for them. I did not consider the notes and correspondence dated between November 2, 2004, and March 17, 2009, which were submitted by Mr. Swanson, as they speak to events occurring prior to the current tenancy.

I find Mr. Bloomstrand breached section 43(1) by repeatedly and unreasonably disturbing his landlord's and other tenants' possession and enjoyment of the rental premises and residential complex.

*Termination of the tenancy*

Sections 43(3)(d) and 54(1)(a) of the Act speak to terminating a tenancy for disturbing the landlord's or other tenants' possession or enjoyment of the residential complex. Section 54 permits the landlord to give the tenant at least 10 days notice to terminate the tenancy, which must be followed up by an application to a rental officer for an order to terminate the tenancy. Mr. Swanson submitted into evidence a copy of the 10-day notice to terminate the tenancy given to Mr. Bloomstrand in accordance with section 54 of the Act. The notice was dated September 5, 2013, and requested vacant possession of the rental premises on or before September 16, 2013.

Section 45(4) of the Act speaks to terminating a tenancy for overcrowding.

Having found Mr. Bloomstrand to have repeatedly and unreasonably caused disturbances in the residential complex and to have overcrowded his rental premises by permitting another person to reside with him for extended periods of time, I find termination of the tenancy is appropriate.

*Eviction*

Section 63 of the Act speaks to the application for and making of an order evicting a tenant. The landlord has made the application for eviction and the tenancy has been terminated in accordance with the Act. I find an eviction is justified.

Order

An order will issue terminating the tenancy on November 8, 2013, and requiring Mr. Bloomstrand to vacate the rental premises on or before that date.

An order for eviction will follow under separate cover.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's Statement of Facts
- Exhibit 2: Residential Tenancy Agreement dated December 15, 2011
- Exhibit 3: Landlord's Note to File dated August 28, 2013
- Exhibit 4: E-mail To Adam Swanson from Elizabeth Boucher dated July 4, 2013 with handwritten note dated July 9, 2013
- Exhibit 5: Landlord's Final Warning Correspondence dated June 26, 2013
- Exhibit 6: Landlord's Note to File dated June 24, 2013
- Exhibit 7: Landlord's Correspondence dated May 16, 2013
- Exhibit 8: E-mail to Adam Swanson from Willa-Jean Conroy dated May 29, 2013
- Exhibit 9: Landlord's Warning Correspondence dated April 22, 2013
- Exhibit 10: Landlord's Note to File dated April 19, 2013
- Exhibit 11: Landlord's Warning Correspondence dated January 2, 2013
- Exhibit 12: Landlord's Note to File dated January 2, 2013
- Exhibit 13: Landlord's Correspondence dated March 17, 2009
- Exhibit 14: Landlord's Correspondence dated March 11, 2009