

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
LAUREN FROMENT, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LAUREN FROMENT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand one hundred sixty two dollars and ninety eight cents (\$3162.98).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 409, 48 Con Road, Yellowknife, NT shall be terminated on February 28, 2014 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for February, 2014 in the total amount of four thousand eight hundred fifty seven dollars and ninety eight cents (\$4857.98) are paid in full.

3. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not create any disturbances in the residential complex in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
LAUREN FROMENT, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LAUREN FROMENT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Connie Lane, witness for the applicant
Lauren Froment, respondent
Garth Wallbridge, representing the respondent

Date of Decision: January 21, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$3162.98. The monthly rent for the premises is \$1695 and the applicant holds a security deposit of \$1625.

The applicant also provided two unsigned emails referring to alleged disturbances created by the respondent. The complainant does not refer to any dates or times of the alleged disturbances but both emails were sent in November, 2013. Two other written but unsigned complaints refer to a disturbance on November 17, 2013. One of those complaints refers to a noisy party in the respondent's apartment.

The applicant provided three reports issued by their security personnel outlining disturbances on November 7, 17 and 22, 2013. The November 17 report appears to be constant with the two written complaints, describing a party in the respondent's apartment at 3AM. The report stated that after warning the occupants of the apartment, "it was better." The other two security reports give no indication that the disturbance took place inside the respondent's apartment. The

November 22 report outlines an intoxicated male pounding loudly on the respondent's door at 1:30 AM. There is no indication that he was permitted in the apartment or the building by the respondent or that the respondent was even at home.

The applicant's witness stated that she had received many verbal complaints regarding disturbances allegedly created by the respondent. She did not provide any specific information regarding the time and dates of the alleged disturbances, only that other tenants had complained to her on a number of occasions.

The applicant served written notice on the respondent on November 5 and 8, 2013 referring to disturbance. Neither notice referred to any particular alleged incident. On November 19, 2013 the applicant served a *Notice of Early Termination* on the respondent pursuant to section 54(1)(a) of the *Residential Tenancies Act* seeking vacant possession of the premises on November 29, 2013. The landlord's application was filed on September 17, 2013 alleging non-payment of rent and was amended on December 19, 2013 to include the allegations of disturbance. The amendments were served on the respondent.

The respondent disputed the allegations of disturbance stating that the door giving entry to the building was not secure and that persons other than herself or those she permitted in the residential complex had caused the disturbances. She stated that she should not be responsible for persons who created disturbance if the landlord failed to maintain the building in a manner which allowed easy entry to unauthorized persons. The respondent's counsel noted that the

complainants were not made available at the hearing for questioning.

The respondent did not dispute the alleged rent arrears but noted that the tenancy agreement, included with the application, named three joint tenants including the respondent. The applicant stated that the tenancy agreement had been assigned to the respondent as sole tenant in March, 2013 and provided a copy of the assignment agreement in evidence. Although the document was completed incorrectly, there was no dispute that the intent of the parties was to assign the agreement and that the landlord approved of the assignment. The respondent's counsel noted that all of the rent arrears have accumulated since the loss of the other tenants and that the rent was currently being paid through the *Income Support Program*.

Although, other than the respondent's testimony, I find no evidence that the entry doors to the building are inadequate, I heard no testimony from the applicant that they were adequate or properly maintained. More importantly, I find that, other than the alleged incident on November 17, there is no evidence that the persons creating the alleged disturbances were permitted to enter the building or the respondent's apartment by the respondent. The evidence pertaining to the alleged November 17 disturbance however, is consistent and comes from several sources, albeit unnamed. In my opinion, there is no doubt that there was a loud party in the respondent's apartment that night and that several other tenants were disturbed. It is obvious that they were guests of the respondent. In my opinion, there is insufficient evidence to support that there were disturbances caused by the respondent or persons that she permitted in the residential complex or the rental premises except the November 17 incident. I find the respondent in breach of her

obligation to not disturb other tenants but do not find sufficient grounds to terminate the tenancy agreement on those grounds alone.

In the matter of the rent arrears, I find the statement in order, find the respondent in breach of her obligation to pay rent and find rent arrears of \$3162.98. The evidence confirms that all of the rent arrears have accumulated in the past twelve months and that all of the rent paid during this period has been paid on behalf of the tenant by the *Income Security Program*. However, the *Income Security Program* is obviously not providing full support in every month and the respondent has not paid anything in addition to that assistance, resulting in continuing arrears over the past year. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

The respondent stated that she had applied for financial assistance to enable her to pay the rent arrears. In my opinion, the respondent should be given a reasonable opportunity to pay the arrears. I believe if she is eligible for such assistance, she should be able to obtain it on or before February 28, 2014.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3162.98 and terminating the tenancy agreement on February 28, 2014 unless the arrears and the February, 2014 rent in the total amount of \$4857.98 are paid in full. The order shall also require the respondent to pay future rent on time and to not breach her obligation to not disturb other tenants again. An eviction order to be effective on March 1, 2014 unless the rent arrears and

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February, 2014 rent are paid on or before February 28, 2014 shall be issued separately.

Hal Logsdon
Rental Officer