

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ROSEANNA LOCKHART**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ROSEANNA LOCKHART

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the security deposit in the amount of three hundred twenty seven dollars and fifty three cents (\$327.53).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ROSEANNA LOCKHART**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ROSEANNA LOCKHART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Henry Lockhart, representing the respondent
Roseanna Lockhart, respondent

Date of Decision: April 9, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants and by failing to provide the total amount of the required security deposit. The applicant sought an order for termination of the tenancy agreement and payment of the alleged outstanding security deposit.

The premises are leased from Urbco Inc. by the Yellowknife Housing Authority and rented as subsidized public housing. The applicant provided two notices which were sent to the respondent outlining alleged complaints of noise. Neither notice specified dates or times of the alleged incidents. The applicant also provided a note to file, dated November 5 (no year was noted), outlining a meeting with the respondent and her son. The author, identified only by an initial, notes that concerns about noise were discussed and that the respondents denied that they were causing the disturbances. The applicant also provided two letters from Urbco Inc. dated February 19, 2002 and April 8, 2002 alleging disturbance but only the April 8 letter noted a specific incident, alleged to have occurred "over this past weekend".

The applicant also provided a copy of the security deposit sub-ledger which indicated a balance of security deposit principal and interest in the amount of \$697.47. The written tenancy agreement between the parties indicates a required security deposit of \$1025 payable in full by October 1, 2001.

Henry Lockhart, the respondent's son who lives with the respondent, disputed the allegations of disturbance testifying that there were frequently children running in the halls and disturbances from other apartments. He testified that none of the disturbances were caused by the respondent or persons permitted in the building by the respondent. Mr. Lockhart also noted that the main door to the residential complex was not always secure , allowing persons to enter as they please. Mr. Lockhart testified that he believed the security deposit had been paid but could offer no evidence of payments made which were not shown on the applicant's sub-ledger.

In my opinion, the evidence provided by the applicant is insufficient to establish that the disturbances were caused by the respondent or persons permitted on the premises by the respondent. The written evidence is vague as to the nature of the alleged disturbances or the dates and times of the alleged disturbances. The applicant's representative had no direct knowledge of the alleged incidents. The onus is on the applicant to provide the burden of evidence to support the allegations. They have failed to do so and the request for an order terminating the tenancy is denied.

In the matter of the security deposit, I find the respondent breached the tenancy agreement by failing to pay the balance of the required security deposit. I find the balance owing to be \$327.53. An order shall be issued requiring the respondent to pay the applicant the balance of the security deposit.

Hal Logsdon
Rental Officer