

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ALICE SANDERSON**, 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 -

ALICE SANDERSON

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 four hundred thirty dollars and eighty two cents (\$430.82).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 2040 Sissons Court, Yellowknife, NT, shall be terminated on October 4, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of
September, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ALICE SANDERSON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ALICE SANDERSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Alice Sanderson, respondent

Date of Decision: September 12, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and by failing to provide the full amount of security deposit in accordance with the written tenancy agreement between the parties. The applicant sought an order requiring the respondent to pay the alleged outstanding security deposit and terminating the tenancy agreement.

The tenancy agreement commenced on May 1, 2001 and required a security deposit of \$1200. The ledger provided by the applicant indicated that the landlord held \$666.92 including accrued interest. The applicant indicated that since the statement had been produced the respondent had made another payment of \$100 and another \$2.26 of interest had accrued bringing the balance to \$769.18. The respondent did not dispute the allegation. I find the balance of the security deposit is due in the amount of \$430.82.

The applicant provided numerous written complaints from three other tenants in the complex outlining incidents of noise and disturbance in the respondent's premises. Evidence provided by the applicant indicated that the respondent had been notified on three occasions that the disturbances were unacceptable. The complaints cover a period from May, 2001 to June, 2002 and outline eight incidents of disturbance.

The respondent testified that one of her neighbours who had complained of noise had assumed

that children in the complex who were creating disturbances were the children of the respondent. The respondent stated that she had only recently learned of the complaints and had spoken to her daughters and believed the disturbances would stop. She indicated that her teenaged daughters may have been noisy while she was away from the premises.

The evidence suggests that there were numerous parties involving teenagers in the respondent's rental premises. If the disturbances originated in the premises, I must assume the respondent permitted entry to the disturbing parties if only by allowing her daughters to do so. The parties, often over weekends, appear to have persisted throughout the tenancy despite warnings given to the respondent in May, 2001, and April 2002. At one point the landlord offered to change the locks on the premises in order for the respondent to be able to more carefully control entry to the apartment. The respondent declined the offer. In my opinion, the respondent was made aware of the disturbances created by her daughters and had ample opportunity to correct the problem. Several tenants have been repeatedly disturbed over a period of more than a year. Although the applicant acknowledged that there had not been any complaints since the application was made, the respondent and her daughters were out of town for much of that period.

I find the respondent has breached the tenancy agreement by repeatedly disturbing other tenants' quiet enjoyment of the rental premises. In my opinion, the respondent has been made aware of the problem and has done little to correct it. There does not appear to be any remedy available which will ensure the end of the disturbances other than the termination of the tenancy agreement.

An order shall be issued terminating the tenancy agreement on October 4, 2002 and requiring the respondent to pay the balance of the security deposit in the amount of \$430.82.

Hal Logsdon
Rental Officer