

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **EILEEN C. KOE AND JASON ALLEN**, Respondents;

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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

EILEEN C. KOE AND JASON ALLEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages in the amount of three hundred sixty six dollars and sixty eight cents (\$366.68).
2. Pursuant to sections 46(2)(a) and 46(2)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not carry on illegal activities in the rental premises and shall not breach that obligation in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June, 2002.

Hal Logsdon
Rental Officer

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Applicant, and **EILEEN C. KOE AND JASON ALLEN**, Respondents.

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

EILEEN C. KOE AND JASON ALLEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 27, 2002

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Betty Firth, representing the applicant
Shirley Wilson, representing the applicant
Eileen C. Koe, respondent

Date of Decision: June 27, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair damages to the premises which were the result of their negligence and by carrying on illegal activities in the rental premises. The applicant sought an order requiring the respondents to pay costs associated with the repairs of the alleged damages and termination of the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger as well as work orders and invoices detailing the alleged damages to the premises and costs of repair. The applicant testified that the repairs were made necessary due to the negligence of the respondents or persons that the respondents permitted in the rental premises. The ledger indicated a balance owing in the amount of \$366.68.

The applicant also provided court documents indicating that Jason Allen was convicted on April 29, 2002 for selling liquor. A letter from the arresting officer was also submitted as evidence and stated that the offence took place in the rental premises. The applicant indicated that the rental premises was a single family dwelling.

The respondent did not dispute the allegations. It was noted that the respondents had four young children, ages two to five.

I find the respondents breached the tenancy agreement by failing to repair damages to the rental

premises which were the result of their negligence. I find the costs of repair reasonable. I note that the respondents have been making payments toward the costs and that the balance is \$366.68.

In the matter of the alleged illegal activity, the conviction of Jason Allen and the evidence provided by the arresting officer indicate that the respondents have breached their obligation to not carry on illegal activities in the premises. Section 46 of the *Residential Tenancies Act* sets out the tenant's obligation and the remedies a rental officer may consider.

46. (1) A tenant shall not carry on or permit to be carried on any criminal activity or do or permit the doing of any criminal act in the rental premises or in the residential complex.
- (2) Where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by subsection (1) and that the landlord or another tenant of the residential complex has been adversely affected, or is likely to be adversely affected by a continuation or repetition of the breach, the rental officer may make an order
 - (a) requiring the tenant to comply with the tenant's obligation;
 - (b) requiring the tenant to not breach the tenant's obligation again; or
 - (c) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.

As the premises is a single family dwelling, no other tenants in the complex were affected by the activities of the respondents. Undoubtedly, the landlord, a social housing provider, was adversely affected as rent is based on household income. Presumably, the tenants did not report their income from the illegal activity, depriving the landlord of a certain amount of rent revenue. In my opinion, although there was clearly a breach of the Act, the landlord was not so adversely affected as to justify the termination of the tenancy agreement.

An order shall be issued requiring the respondents to pay the applicant costs related to the repair of tenant damages in the amount of \$366.68 and ordering the respondents to comply with their obligation to not carry on illegal activities in the rental premises and to not breach that obligation again.

Hal Logsdon
Rental Officer