

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LENA AUSTIN**, 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 -

LENA AUSTIN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity paid on her behalf in the amount of two hundred twenty four dollars and twenty six cents (\$224.26).
2. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not disturb other tenants in the residential complex in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of April,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LENA AUSTIN**, 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-

LENA AUSTIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Lena Austin, respondent
Arlene Hache, representing the respondent

Date of Decision: April 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for the cost of electricity and by disturbing other tenants' quiet enjoyment of the premises. The applicant sought an order requiring the respondent to pay the alleged electrical costs which had been paid on her behalf and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent and utility charges which indicated a balance owing in the amount of \$224.26. All of the balance was for costs of electricity which had been paid by the applicant on behalf of the respondent. The applicant also provided a tenant complaint form and two documents from the building management alleging disturbances.

The respondent did not dispute the electrical arrears and indicated that she could pay them immediately. The respondent disputed the severity of the disturbances and indicated that the tenant complaint dated July 23, 2002 did not involve her at all. She indicated that the complaint related to persons coming in and out of the building and noted that the exit door was next to her apartment and the persons creating the noise were not her guests. The applicant had no direct knowledge of the incident.

I note that of the other two complaints, both made by the building management, only one related to a specific incident. The other was vague in nature, referring to "fighting an loud music" at "all hours" over "the last two weeks". I also note that there was no evidence of any other noise

complaints since December, 2003. In my opinion, there is sufficient evidence to indicate that some disturbance has occurred but it is not sufficient to warrant termination of the tenancy agreement. The electrical costs will apparently be paid immediately as the respondent offered payment in cash at the hearing. Therefore the request for termination is denied.

An order shall be issued requiring the respondent to pay the outstanding rent arrears and to not disturb other tenants in the future.

Hal Logsdon
Rental Officer