

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MADLINE EVAGLOK**, 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 -

MADLINE EVAGLOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not disturb other tenants in the residential complex again.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MADLINE EVAGLOK**, Respondent.

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

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MADLINE EVAGLOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Madeline Evaglok, respondent

Date of Decision: July 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants' quiet enjoyment of the rental premises and residential complex. The applicant also alleged that the respondent had breached the tenancy agreement by permitting persons to occupy the premises who were not listed on the tenancy agreement. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant provided complaints from the head landlord, notices to the respondent and a note to file outlining three alleged incidents of disturbance from October, 2002 to May, 2003.

The respondent did not dispute the allegations but testified that all of them occurred when she was away. She stated that persons from her home community often came to visit and that she permitted them to stay at her apartment during their visit. She would often stay with her boyfriend while her visitors were in town. She also stated that after one incident where a window was broken, she had repaired the damage. She stated that she realized that the disturbances were her responsibility and would, in the future, not permit persons to stay with her without her supervision.

In my opinion, the applicant has no right to restrict who the tenant permits in the premises to visit for short periods of time. All of these incidents appear to have occurred when guests were permitted to stay at the respondent's apartment. However, the respondent must realize that she is

responsible for her guests' behaviour and any disturbances or damages are deemed to be disturbances or damages caused by herself. In my opinion, there is not breach of the tenancy agreement as a result of the respondent permitting guests to stay on the premises but the resultant disturbances do constitute breaches of the tenancy agreement and the *Residential Tenancies Act*.

It appears that the respondent understands her obligation regarding disturbances and is committed to preventing future incidents. While the past disturbances are significant, I do not believe they should result in the termination of the tenancy agreement. However, any future disturbances, whether caused by the respondent or her guests, can not be tolerated.

An order shall be issued requiring the respondent to not disturb other tenants in the future. Should any disturbance occur in the future, the applicant may make application requesting termination of the tenancy agreement.

Hal Logsdon
Rental Officer