

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 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of twenty two dollars (\$22.00).
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for electrical costs which were paid on her behalf in the amount of two hundred eighty four dollars and fifty nine cents (\$284.59).
3. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 324, 5603-51A Avenue,

Yellowknife, NT shall be terminated on August 29, 2003 and the respondent shall vacate the premises on that date.

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**MADLINE EVAGLOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 12, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Angela Keppel, representing the applicant  
Mary George, representing the applicant  
Madeline George, respondent

**Date of Decision:** August 12, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants, failing to pay the full amount of rent and failing to pay for the cost of electricity which was her obligation pursuant to the tenancy agreement between the parties.

The applicant provided a written complaint by the property manager stating that other tenants had complained of a noisy party in the respondent's premises on July 19, 2003. She stated that staff went to the apartment at approximately 4:40 AM and found a very loud party in progress. The applicant noted that an order had been filed in July, 2003 ordering the respondent to not disturb other tenants in the future.

The applicant also provided a statement of the rent account which indicated a balance of rent owing in the amount of \$22 and outstanding electrical charges which the applicant had paid on behalf of the respondent in the amount of \$284.59.

The respondent did not dispute the allegations pertaining to rent or the electrical charges. She admitted that there had been a party in her apartment on July 19th but stated that she did not think it was too loud.

The respondent was previously ordered to not disturb other tenants. At the previous hearing she stated she would do what was necessary to ensure future disturbance did not occur. Less than two

weeks later a party was underway in her apartment which disturbed other tenants. That the tenant would permit a party to be held in her apartment immediately following an order to not disturb others, and that the party should carry on until after 4AM in the morning indicates that the respondent is not prepared to meet her obligations as a tenant. There is no other remedy available except termination of the tenancy to ensure other tenants in the complex enjoy the peace and quiet they deserve. An order shall be issued terminating the tenancy agreement between the parties on August 29, 2003. The respondent shall vacate the premises on that date.

I find the applicant's statements in order. The order shall require the respondent to pay the applicant rent arrears and costs of electricity which were paid on her behalf in the total amount of \$306.59.

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Hal Logsdon  
Rental Officer