

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DIANE TILDEN**, 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 -

DIANE TILDEN

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 ninety six dollars (\$96.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity in accordance with the tenancy agreement.
3. Pursuant to sections 41(4)(c), 43(3)(d) and 54(1)(c) 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 February 29, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of February, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
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BETWEEN:

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Applicant/Landlord

-and-

DIANE TILDEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Diane Tilden, respondent

Date of Decision: February 11, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electricity, failing to pay the remainder of the security deposit, failing to repair damages to the premises and disturbing other tenants' quiet enjoyment of the rental premises. The applicant served a notice of early termination on the respondent on January 12, 2004 seeking vacant possession on January 21, 2004. The respondent remains in possession. The applicant sought an order requiring the respondent to pay the alleged rent arrears and utility costs, to repair the alleged damages and terminating the tenancy agreement between the parties.

The tenancy agreement was made in writing for a four month term commencing on November 1, 2003. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$96. The applicant testified that the first months rent was paid by income support and no other payments have been received. The applicant also testified that the initial 50% of the required security deposit of \$1025 had been paid but the remainder, now overdue, was outstanding. The applicant also provided a statement of the electrical account which indicated a balance owing the supplier in the amount of \$160.77. The account was in arrears. The applicant testified that an inspection of the premises on December 15, 2003 revealed damages to a closet door, the kitchen wall and the main entrance door. The applicant provided a notice from the leasing manager outlining complaints from other tenants in the building concerning yelling and screaming in the respondent's premises. Another letter outlined a lot of late night traffic to and from the unit by persons who were intoxicated. The letter indicated that another tenant was

relocated to another suite in the building due to concerns about the late night traffic. A memo from the RCMP indicated that several arrests have been made in the premises on outstanding warrants. Another letter from the leasing manager indicated that on January 13, 2004 the occupants refused the police entry and the police were required to force the door open to exercise a search warrant.

The respondent did not dispute the allegations concerning the rent arrears, security deposit or outstanding electrical bill. She testified that the damages to the apartment had been repaired. She also indicated that the arrests were simply the result of forgetting to appear in court and that the police forced the door of the apartment without knocking. She indicated that she did not have any money to pay the outstanding amounts but now had a job and would be able to satisfy the debt.

Although not a large amount, the rent arrears represent three months of unpaid rent. The respondent's argument that she had no money to pay the rent is not particularly convincing as the rent was only \$32/month. Other than the first months rent and half of the security deposit, both of which appear to have been paid by the income support program, the tenant has made no effort whatsoever to meet her financial responsibilities to the landlord. Despite the respondent's dismissal of the disturbances in the premises as inconsequential, in my opinion, they are disturbing. It is understandable that the other tenants in the building are disturbed not only by the noise and late night traffic to and from the apartment but also concerned with the arrests and searches carried out by the police.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord, failing to pay the remainder of the required security deposit, failing to pay for electricity in accordance with the tenancy agreement and disturbing other tenants' quiet enjoyment of the rental premises. There is not sufficient evidence to support the allegations concerning the alleged damages to the premises. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$96 and to comply with her obligation to pay for electricity by paying the outstanding bill to the supplier. The order shall terminate the tenancy agreement between the parties on February 29, 2004 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer