

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **KIMBERLEY ONGAHAK**, 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 -

**KIMBERLEY ONGAHAK**

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 or the landlord in the future.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply in the future with her obligation to pay for the cost of electricity in accordance with the tenancy agreement

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March,  
2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**KIMBERLEY ONGAHAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 23, 2004

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

**Appearances at Hearing:** Mary George, representing the applicant  
Kimberley Ongahak, respondent

**Date of Decision:** March 23, 2004

**REASONS FOR DECISION**

The applicant stated that since the application was filed on February 24, 2004 the respondent had paid all outstanding rent and electrical costs and had paid the required security deposit. The applicant alleged that there had been repeated disturbances caused by the tenant and sought an order terminating the tenancy agreement.

The applicant outlined three incidents of disturbance which occurred between November 17, 2003 and February 20, 2004. On two of the occasions, the police were called. The applicant provided notices from the head landlord and a notice to the tenant in evidence and testified that the respondent had also been verbally warned following the incidents.

The respondent did not dispute the allegations pertaining to the disturbances and stated that they were alcohol related. She stated that she would be attending a rehab session in May for her alcohol problem. The respondent did not dispute that the rent and electrical payments had not been paid on time.

I find the respondent in breach of her obligation to not disturb other tenants. I also find that she failed to pay rent and electrical costs in accordance with the tenancy agreement. Although I find the repeated disturbances serious, I note the effort of the respondent to correct the breaches related to rent, utility payments and the security deposit. Hopefully, the same effort will be applied to eliminate any future disturbances. In my opinion, the tenancy agreement should be

allowed to continue. If any further disturbance occurs, however, termination will be the only remaining remedy.

The applicant's request for an order terminating the tenancy is denied but an order shall issue requiring the respondent to not disturb other tenants in the future and to pay rent and electrical costs on time.

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Hal Logsdon  
Rental Officer