

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHARON APSIMIK**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**SHARON APSIMIK**

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 one thousand two hundred ninety five dollars (\$1295.00).
2. Pursuant to section 43(3)(b) of the *Residential Tenancy Act*, the respondent shall not breach her obligation to not disturb other tenants again.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHARON APSIMIK**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**SHARON APSIMIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2004

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Stephen Scott, witness for the applicant  
Sharon Apsimik, respondent

**Date of Decision:** May 4, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair tenant damages and disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of repair and terminating the tenancy agreement between the parties.

The applicant provided three incident reports and five notices outlining incidents of alleged disturbance between January 12, 2004 and April 19, 2004. The applicant also provided a letter from another tenant in the residential complex complaining generally about noise from the respondent's apartment.

The applicant also testified that the patio door in the respondent's premises had been broken. The applicant provided an invoice for the repair in the amount of \$810.53.

The applicant provided a statement of the rent which indicated rent arrears in the amount of \$1295.

The respondent did not dispute the rent arrears.

The respondent testified that the patio door had been broken by her son's girlfriend who had thrown a rock from outside the building. She stated that the girl had been in her apartment earlier.

When the girl and her son began arguing, she told them to go outside. The girl left the building and threw the rock at the window, breaking the outside pane.

All but one of the incidents took place in common areas and involved several children. One incident of loud voices did take place in the premises. The respondent testified that the incidents did not always involve her children and that the former manager acknowledged that her children were not involved in the reports he wrote. The applicant's witness testified that he could not confirm that the child involved in the reported incident on January 19, 2004 was the respondent's daughter.

The applicant's witness testified that the respondent had asked him on one occasion to remove several youths from her apartment who were fighting. He also stated that there had been a number of youths in the respondent's apartment earlier that day when the respondent was apparently away. There was no incident report or notice regarding this matter and it isn't clear if it disturbed other tenants in the building.

The written complaint from the other tenant lacks any detail. Without specific dates and some detail concerning the noise, it is difficult to determine if the complaint has merit.

In my opinion, there is insufficient evidence to determine if the respondent's children were involved in the serious disturbances. The one incident involving loud voice in the respondent's apartment was remedied when the landlord came to the apartment and warned of too much noise.

The respondent stated that the noise was simply the loud voices of her children.

I suspect that some of the incidents involved the respondent's niece who often frequented the building and was reported to cause problems in the common areas. There is no indication that she was permitted in the building by the respondent. I am satisfied that some disturbance has been caused, if only by the late night loud voices of her children in the apartment. In my opinion, there are not sufficient grounds to terminate the tenancy agreement.

In my opinion, the broken patio door is the result of vandalism. The person was not on the premises or in the building when the act took place and it is not the responsibility of the tenant to repair the damage. The applicant's request for compensation is denied.

I find the respondent has breached her obligation to pay rent and has created some degree of disturbance. An order shall issue requiring the respondent to pay rent arrears in the amount of \$1295 and to not disturb other tenants in the future.

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Hal Logsdon  
Rental Officer