

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **KOOTOO WATSKO**, 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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

- and -

**KOOTOO WATSKO**

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 eight hundred dollars (\$1800.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with the house rules regarding the registration of guests.
3. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not disturb other tenants or the landlord again.

4. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 301, 4904 54th Avenue, Yellowknife, NT shall be terminated on August 31, 2004 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant the rent arrears and the rent for the month of August, 2004 in the total amount of two thousand four hundred dollars (\$2400.00).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of July, 2004.

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Hal Logsdon  
Rental Officer

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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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

-and-

**KOOTOO WATSKO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 20, 2004

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

**Appearances at Hearing:** Charlotte Ruttan, representing the applicant

**Date of Decision:** July 21, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on July 8, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached her obligation to pay rent and had caused disturbances in the residential complex. The applicant also alleged that the respondent had failed to abide by the house rule established by the landlord requiring tenants to register their guests.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that the rent for the premises was \$600/month and that the respondent had failed to pay rent for the months of May, June and July, 2004 resulting in rent arrears of \$1800.

The rental premises are operated as "transitional housing" and is intended to provide a bridge between shelter accommodation and permanent housing and provide supportive services to tenants during the tenancy agreement. A number of house rules have been established and form part of the tenancy agreement. One of the rules reads as follows:

**"You must notify the THP office and register your guests before they arrive."**

The applicant stated that the rule was established for security purposes as many of the tenants have been or are victims of family violence. The applicant testified that the respondent had repeatedly permitted a guest in the building without registering him with the office and that on

several occasions the guest had threatened the security staff in the building. The applicant provided numerous incident reports in evidence. The applicant also testified that on several occasions the respondent had disturbed other tenants in the residential complex.

While the registration of guests would be unreasonable in a regular apartment complex, the security requirements of the tenants in this complex are obvious. In my opinion, the rule is not unreasonable for this residential complex. The rule forms part of the tenancy agreement and was made known to all tenants. The applicant was sent numerous notices reminding her of her obligation to register her guests. Most of the incident reports however refer to a person who was trying to gain entry to the complex but prevented from doing so by security personnel. The reports indicate that this person had a key to the respondent's premises at one time but returned it when asked to do so. It is evident that the respondent has on occasion permitted the person to enter the building without registering him but most of the objectionable behaviour appears to have occurred when he was prevented from entering the building by the security personnel. In my opinion, these incidents do not constitute a breach of the tenant's obligation as she did not permit him in the building. The fact that he is known to her and caused a disturbance outside the entrance to the building is not a breach. The number of documented incidents where the person was in the building without being registered or caused a disturbance after being permitted by the tenant to enter the building are few. While I am satisfied that there have been instances where the respondent permitted a guest to enter the complex without being registered and that there have been incidences of disturbance, in my opinion, they do not constitute grounds for termination.

In the matter of rent, it appears that the respondent has little intention of paying the rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears which I find to be \$1800. The order shall terminate the tenancy agreement on August 31, 2004 unless the respondent pays the applicant \$2400 which represents the rent arrears of \$1800 and the August, 2004 rent of \$600. The order shall also require the respondent to register her guests in compliance with the tenancy agreement and to not create a disturbance in the complex again.

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Hal Logsdon  
Rental Officer