

IN THE MATTER between **CHERYL SEAMAN**, Applicant, and **SHANDI SCHWINDT**, 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:

**CHERYL SEAMAN**

Applicant/Landlord

- and -

**SHANDI SCHWINDT**

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 six hundred dollars (\$1600.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the security deposit which is currently due in the amount of four hundred fifty dollars (\$450.00).
3. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 592 Catalina Drive,

Yellowknife, NT shall be terminated on July 30, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of July, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **CHERYL SEAMAN**, Applicant, and **SHANDI SCHWINDT**, 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:

**CHERYL SEAMAN**

Applicant/Tenant

-and-

**SHANDI SCHWINDT**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** Cheryl Seaman (by telephone)  
Tara Hawk, witness for the applicant

**Date of Decision:** July 20, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on July 13, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had created several disturbances by having very large parties at the premises which resulted in considerable noise, blockage of the road and damages to the rental premises and adjoining property. The applicant also alleged that the respondent had failed to pay the July, 2004 rent of \$1600 and only paid \$350 of the required security deposit.

The applicant sought an order requiring the respondent to pay the alleged rent arrears, balance of the deposit legally due and termination of the tenancy agreement.

The tenancy agreement commenced on June 1, 2004. The written tenancy agreement between the parties requires a security deposit in the amount of \$1600. Section 14(2) permits a tenant to pay the deposit in two installments.

- 14 (2) Where a tenant is liable for a security deposit for a tenancy other than a weekly tenancy, the tenant may pay**
- (a) 50% of the security deposit at the commencement of the tenancy; and**
  - (b) the remaining 50% of the security deposit within three months of the commencement of the tenancy.**

Therefore the amount of the security deposit now due and payable is \$800.

The premises consist of a mobile home which is part of a mobile home park condominium. The

witness for the applicant testified that on June 4 and again on June 11, 2004 the respondent had large parties on the premises which interfered with traffic and parking and created significant disturbance. She estimated that the June 11 party was attended by 300 people and the police attended the premises several times during the evening. The applicant testified that the incidents forced her to travel to Yellowknife where she inspected the premises and noted approximately \$650 of damages. Section 43 prohibits a tenant from disturbing other tenants or the landlord.

**43.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.**

**(2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant shall be deemed to be a disturbance caused by the tenant.**

The neighbors in the mobile home park condominium are not tenants of the landlord but in my opinion, the incidents created a significant disturbance to the landlord. Her concern for the property and her neighbors prompted her to come to Yellowknife to investigate the matter and mitigate any loss. There were damages to the property as a result of the incidents. These were not small parties and the evidence, consisting of complaints from other neighbours, indicates that the other condominium owners and neighbours expect the applicant to do something about it.

Although an e-mail from the respondent indicated that she intended to vacate the premises "in the middle of the month", the applicant and her witness stated that they believe the respondent is still in possession of the premises.

I find the respondent in breach of her obligation to pay rent and her obligation to pay the remainder of the first installment of the security deposit. I find the rent arrears to be \$1600 and

the balance of the first installment of the deposit to be \$450. I find the respondent breached her obligation to not disturb the landlord. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

In the matter of the alleged damages, the respondent has indicated in a e-mail to the applicant that she intends to make repairs to tenant damages prior to vacating the premises. It is her obligation to do so and she should be given that opportunity. The applicant's request for compensation for repairs is denied. Should the respondent fail to make required repairs, the applicant may deduct the repair costs from the security deposit after the respondent vacates the premises. Should the security deposit be insufficient, the applicant may make a future application.

An order shall issue requiring the respondent to pay the applicant rent arrears and the security deposit in the amount of \$2050 and terminating the tenancy agreement between the parties on July 30, 2004.

I remind the applicant of her obligation to deal with the security deposit in accordance with section 18 of the Act after the respondent vacates the premises.

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Hal Logsdon  
Rental Officer