

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**, Applicant, and **SHANE SQUIRREL AND GAIL BONNETROUGE AND JONAH BONNETROUGE**, Respondents;

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 **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**SHANE SQUIRREL AND GAIL BONNETROUGE AND JONAH BONNETROUGE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to repair or pay for repairs of the damaged door to the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of September, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**, Applicant, and **SHANE SQUIRREL AND GAIL BONNETROUGE AND JONAH BONNETROUGE**, Respondents.

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Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 16, 2004

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** Loretta Landry, representing the applicant  
Vicki Marcellais, representing the applicant  
Shane Squirrel, respondent  
Gail Bonnetrouge, respondent  
Jonah Bonnetrouge, respondent

**Date of Decision:** September 16, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by disturbing other tenants and by damaging an interior door. The applicant sought an order terminating the tenancy agreement between the parties and requiring the respondents to pay the cost of repair to the door.

The applicant provided copies of two notices served on the tenants dated June 16, 2004 and August 6, 2004. The first notice stated that there had been complaints about loud music. The notice did not note any dates or times of the alleged disturbances. The second notice stated that there had been complaints of disturbance “last week and over the weekend”. The nature of the disturbance was not specified. The applicant testified that the complaints generally concerned loud music and that the complaints came from a neighbour who was not a tenant. The premises are a single detached house.

The applicant also testified that a damaged interior door had been seen outside in the garbage and that the respondents had provided a deposit of \$180 for the repair of the door. She estimated the total cost of repair at \$200. The applicant had not inspected the premises at the time of the hearing to determine the extent of the damage.

The respondents did not think the music was as disturbing as the landlord claimed but stated that they were trying to keep the volume of the music lower.

Section 43 of the *Residential Tenancies Act* obligates a tenant to not disturb 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.**

The applicant's evidence is vague as to the time and date of the alleged incidents of disturbance. As well, it has not been established that other tenants have been disturbed. Although the residential complex could be considered to be a group of houses in the landlords rental portfolio, it appears that the complaints have come primarily from non-tenants. In my opinion, there is insufficient evidence to conclude that other tenants or the landlord have been disturbed by the behaviour of the respondents. The applicant's request for an order terminating the tenancy agreement is denied.

It is apparent that the door has been damaged by the respondents or persons permitted on the premises by the respondents. The actual costs have not been assessed but the respondents have made a deposit which should cover most of the repair or replacement cost. As it is the responsibility of tenants to repair damages to the premises which are caused by their negligence, the respondents should repair the door or pay the applicant reasonable costs of repair. An order shall issue requiring the respondents to comply with that obligation.

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Hal Logsdon  
Rental Officer