

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANTONIO DI GIACOMO**, 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 -

ANTONIO DI GIACOMO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for changing the locks to the rental premises in the amount of seventy two dollars and twenty six cents (\$72.26).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #4, 5124 - 52 Street, Yellowknife, NT shall be terminated on December 31, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANTONIO DI GIACOMO**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ANTONIO DI GIACOMO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant (by telephone)
Antonio Di Giacomo, respondent

Date of Decision: November 25, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and threatened an employee of the landlord. The applicant sought an order terminating the tenancy agreement between the parties. The applicant also requested compensation for changing the locks to the respondent's premises due to a lost key.

The applicant stated that due to the charges that were laid against the respondent, they did not wish to provide any evidence other than the documents filed with the application and others which were filed prior to the hearing. The respondent acknowledged he had been served with all of the documents which were provided to the rental officer.

The premises are an apartment in a senior citizens' home. The tenancy agreement commenced on December 1, 2003.

A statement by the caretaker of the residential complex outlined numerous complaints since July, 2004, mostly involving persons trying to gain access to the complex to see the respondent.

Persistent knocking on windows and ringing of the door bell seem to make up most of the complaints. There appear to be only a few occasions where the respondent permitted persons entry to the building causing disturbance. In a statement made to police and entered in evidence, Jim White, the CEO of the Housing Authority, states that he attended the complex on the request of the caretaker on October 11, 2004 and spoke to the respondent. Mr. White states that the

respondent “flew into a rage” and expressed his anger with other tenants for slashing the tires on his bicycle. A notice of early termination was apparently served on the respondent the next day after which the respondent allegedly attended the landlord’s offices and threatened Mr. White. Statements from three other employees also state that the respondent uttered threats while in the Housing Authority office. A memo from the RCMP confirms that the respondent was charged with uttering threats and possession of marijuana as a result of the events of October 12, 2004.

The respondent did not dispute any of the allegations and described the caretaker’s statements as “all true”. The respondent stated that the tires on his bicycle had been slashed and that he had made a sign saying that biking was his way of getting around and whoever was slashing his tires was either childish or sick. He also stated that he had made signs asking that people not knock on windows looking for him but call him on his cell phone. The respondent admitted he had made a threat to Mr. White but explained that it was due to a blackout when he did not know what he was talking about. He also stated that he would not apologize to Mr. White. When the applicant suggested a termination date of December 9, 2004 the respondent stated that it would take “50 police with guns drawn to remove him from the building.”

It is apparent from the respondent’s testimony that he has befriended a number of the city’s “street people” who for obvious reasons want to visit him. The respondent does not appear to have let others into the building frequently, but attempts to get the respondent’s attention and enter the building have obviously been persistent and, no doubt, annoying to other tenants. The respondent appears to have made some effort to curtail these activities but the caretaker’s

statement would suggest they have not been particularly effective. Section 43 of the *Residential Tenancies Act* sets out a tenant's obligation to not disturb.

- 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.**

In many of the alleged disturbances outlined by the caretaker, other tenants were not disturbed by the tenant or by persons who were permitted in the building by the tenant. They were disturbed by persons known by the tenant and looking for him. Is the tenant in breach of section 43 because he knows the people who are trying to gain admittance to the building? In my opinion, no.

However, there have been incidents where persons permitted in the building have disturbed others, notably an incident where a woman admitted to the respondent's premises to wash her clothing, paraded around the building without any clothes, looking for the respondent, who had left the building. The incident described in Mr. White's statement must surely be considered to be a disturbance. It is the threats to the landlord, however, which concern me the most, particularly when the respondent continues to show his disdain for Mr. White. In my opinion, the respondent's behaviour toward the landlord constitutes a threat to the safety of the landlord and potentially to other tenants. In my opinion, the type of behaviour exhibited by the respondent is sufficient grounds for termination, particularly when a senior citizens complex is involved.

I find the respondent breached the tenancy agreement by disturbing the landlord and other tenants. In the matter of the locksmith charges, there was no dispute from the respondent and I

find the costs reasonable.

An order shall issue requiring the respondent to pay the applicant \$72.26 for the lock change and terminating the tenancy agreement on December 31, 2004.

Hal Logsdon
Rental Officer