

IN THE MATTER between **TSIIGEHTCHIC CHARTER COMMUNITY (KAI K'IT ZHEH HOUSING PROGRAM)**, Applicant, and **FREDRICK ANDRE**, 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 **TSIIGEHTCHIC, NT**.

BETWEEN:

TSIIGEHTCHIC CHARTER COMMUNITY (KAI K'IT ZHEH HOUSING PROGRAM)

Applicant/Landlord

- and -

FREDRICK ANDRE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of July, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **TSIIGEHTCHIC CHARTER COMMUNITY (KAI K'IT ZHEH HOUSING PROGRAM)**, Applicant, and **FREDRICK ANDRE**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

TSIIGEHTCHIC CHARTER COMMUNITY (KAI K'IT ZHEH HOUSING PROGRAM)

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 6, 2004
<u>Place of the Hearing:</u>	Tsiigehtchic, NT via teleconference
<u>Appearances at Hearing:</u>	Patricia Andre, representing the applicant Fredrick Andre, respondent
<u>Date of Decision:</u>	July 9, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent in accordance with a previous order and by disturbing other tenant's quiet enjoyment of the rental premises. The applicant sought an order requiring the applicant to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2780. A previous order (File #20-7571) required the respondent to pay rent arrears of \$3515 in monthly payments of \$200 and to pay the monthly rent on time. The statement indicates that of the \$1400 of arrears that was to have been paid in accordance with the order, only \$735 has been paid to date.

The applicant testified that the respondent had created a disturbance in the rental premises in April, 2004. The applicant stated that the RCMP had attended the incident and advised the landlord to board up the house. The applicant had no direct knowledge of the alleged incident and stated that no other tenants had filed complaints regarding the alleged incident. The applicant stated that a window had been broken. The applicant believed that liquor was involved and stated that possession of liquor was prohibited in the community.

The applicant also stated that there were other damages to the premises not related to the incident but provided no details concerning these damages. The application provides no allegations or

evidence concerning damages to the premises.

The respondent stated that the April incident involved a person in the premises who refused to leave after being requested to do so. He stated that he had not been charged with any offences related to the incident but he had filed a complaint against the person who refused to leave the premises and broke the window.

The respondent testified that following the last order, he had lost his job and had been unable to pay the rent arrears in accordance with the agreed upon schedule. He stated that he was now employed and had resumed his efforts to pay the outstanding rent arrears.

Although the previous order had been breached, the rent statement does not reflect a tenant who has little intention to pay the rent arrears. The tenant has paid the current rent since the issuance of the order, albeit not always on time, and paid a significant portion of the arrears. He now has the capacity to pay the remainder of the arrears and appears to intend to do so.

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.**
(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.

There does not appear to be any evidence that other tenants or the landlord were disturbed by the April incident. No complaints from other tenants were received and the landlord's representative was made aware of the incident by the police. In my opinion, the incident does not represent a breach of the Act or the tenancy agreement. Although the respondent has clearly breached the previous order by failing to pay the rent arrears in accordance with the ordered schedule, in my opinion, the tenancy agreement should be allowed to continue. The arrears are being addressed and it appears that the respondent is capable and willing to adhere to the previous order by paying the monthly rent and the additional \$200/month.

In my opinion, there are insufficient grounds to terminate the tenancy agreement and the previous order should remain in effect. The respondent is reminded that he is responsible to make any repairs caused by his negligence or by the negligent conduct of persons he permits in the premises. Should he fail to do so, the landlord may file an application seeking remedy. The application is dismissed.

Hal Logsdon
Rental Officer