

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KARLA DIENER**, 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 -

KARLA DIENER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants and shall not create any disturbance again.
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act* the respondent shall pay the applicant costs of repair of tenant damages to the premises in the amount of six hundred eighteen dollars and nine cents (\$618.09).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the repair costs in monthly installments of no less than thirty dollars (\$30.00), payable on the

first day of each month, along with the rent, until the repair costs are paid in full. The first payment shall be due on July 1, 2005.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of June, 2005.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

KARLA DIENER

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 6, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Mary George, representing the applicant Karla Diener, respondent Kerry King, representing the respondent
<u>Date of Decision:</u>	June 6, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants and by damaging the front door to the residential complex. The applicant sought an order requiring the respondent to pay for cost of repair to the door and termination of the tenancy agreement.

The applicant stated that a large party occurred in the respondent's premises on April 30/May 1, 2005. The applicant stated that the RCMP were summoned to the premises and that one of the guests broke the front entrance door to the residential complex. The tenancy agreement commenced on February 1, 2005 and the applicant stated that this was the only incident of disturbance that has occurred.

The respondent did not dispute the allegations but stated that she had tried to break up the party. She stated that she was unable to call for assistance when the party got out of control because her phone had been damaged by the same person who broke the door. She stated that it had been a birthday party with about 25-30 people in attendance. She noted that there had been no disturbances before the party and none since and that she would not create any disturbance again. The respondent indicated that she was financially unable to pay for the door in a lump sum but could pay \$30/month until it was paid. She stated that she had issued a complaint against the person who damaged the door and he was charged by the police.

Section 42 of the *Residential Tenancies Act* sets out a tenant's obligation to repair damages and section 43 sets out a tenant's obligation to not disturb other tenants.

- 42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**
- 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 cases of disturbance and damages, the tenant is held responsible for the actions of persons they permit on the premises. Even though the respondent did not necessarily disturb others and did not damage the entry door, she permitted the persons attending the party to enter the premises and is therefore responsible for their disturbance and the damages they did.

I find the respondent in breach of her obligation to not disturb and find her responsible for the cost related to the door repair. The applicant provided an invoice for the door repair in the amount of \$681.09 and I note from the statement of account provided by the landlord that some monies have been applied, bringing the balance owing to \$618.09.

In my opinion, this tenancy agreement should be permitted to continue provided there are no future disturbances. The one party during this tenancy, albeit a particularly noisy and destructive one, is not likely to reoccur. Should there be any further disturbances, the landlord may make a future application seeking termination.

An order shall issue requiring the respondent to comply with her obligation to not disturb other tenants and to not create any disturbances again. The order shall also require the respondent to pay the remaining balance of repair costs of \$618.09 but shall permit the payment of this amount in monthly installments of \$30, commencing in July and payable along with the rent.

Hal Logsdon
Rental Officer