

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and  
**ALICE WEDZIN**, 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 **RAE, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ALICE WEDZIN**

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 three hundred eighty seven dollars and sixteen cents (\$1387.16).
2. 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 disturbances in the future.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of  
September, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ALICE WEDZIN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 1, 2005

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

**Appearances at Hearing:** Robert Richardson, representing the applicant  
Alice Wedzin, respondent

**Date of Decision:** September 1, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are contained in a four unit residential complex and are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1387.16. The applicant also provided seven notices outlining alleged disturbances between June 6, 1994 and April 14, 2005. Three notices have been issued in 2005. The recent notices do not set out any particular dates of the alleged disturbances but warn the respondent that disturbances are a breach of the *Residential Tenancies Act*.

The respondent did not dispute the rent arrears but stated that her income support payments for disability had been terminated pending receipt of a medical assessment. She stated that she would be submitting that documentation promptly. The respondent denied disturbing other tenants, stating that it was other tenants in the building who were creating the noise.

Although details of the more recent alleged disturbances are lacking, I am satisfied that some degree of disturbance has occurred based on the volume of notices which have been sent. The identity of the disturbing party could not have been mistaken so many times by the landlord. The

earlier notices provided by the applicant contain more detail about the nature and date of the disturbance but I can not expect the respondent to recall incidents which are in some cases, over ten years old.

I find the respondent in breach of her obligation to pay rent and to not disturb other tenants. I find the rent arrears to be \$1387.16. In my opinion, this tenancy agreement should be permitted to continue provided reasonable arrangements are made to pay the rent arrears and there are no future disturbances.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1387.16, requiring the respondent to comply with her obligation to not disturb other tenants, to not create any disturbances in the future and to pay future rent on time. Should any further disturbance occur or the rent arrears are not paid in a reasonable period of time, the applicant may file a future application seeking termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer