

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **ARCHIE LAFFERTY AND MARY JANE LAFFERTY**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

ARCHIE LAFFERTY AND MARY JANE LAFFERTY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine thousand three hundred seventy four dollars (\$9374.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repairs costs in the amount of one hundred twenty four dollars and thirty four cents (\$124.34).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears and repair costs in monthly installments of two hundred dollars (\$200.00)

payable, along with the monthly rent, on the first day of each month until the rent arrears and repair costs are paid in full. The first payment shall be due on March 1, 2006.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **ARCHIE LAFFERTY AND MARY JANE LAFFERTY**, 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.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

ARCHIE LAFFERTY AND MARY JANE LAFFERTY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 21, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Mary Jane Lafferty, respondent

Date of Decision: February 21, 2006

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and disturbing other tenants. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$9498.34. Included in this balance was a charge of \$124.34 for the repair of damages to the premises. The applicant provided a work order and invoice for the repairs which included the repair of a door frame and broken door knob.

The applicant has served four notices on the respondents concerning disturbances between October 2003 and August 2005. The August, 2005 notice sought vacant possession of the premises. The respondents remain in possession. None of the notices refer to the dates of the alleged disturbances, their nature or whether the complaints were received from other tenants or simply neighbours. The premises are a detached single family dwelling. The applicant stated that they had recently had a complaint from a neighbour about noise but the neighbour was not a tenant.

The respondent stated that friends of her son occasionally beat on the side of the house to gain her son's attention but that she did not permit them in the premises. She recalled the recent

complaint of her neighbour and admitted that there was some degree of disturbance. The respondent did not dispute the allegations concerning rent arrears or damages.

Section 43 of the *Residential Tenancies Act* sets out a tenant's obligation to not disturb the landlord or other tenants.

- 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.**

The evidence does not indicate that the landlord or other tenants were disturbed by the respondent's behaviour nor does it clearly establish that the offending parties were permitted on the premises by the respondents. In my opinion, there is not sufficient evidence to conclude that there was a breach of the tenants' obligation to not disturb the landlord or other tenants.

I find the respondents in breach of their obligation to pay rent and to repair damages to the premises. I find the rent arrears to be \$9374 and the repair costs to be \$124.34. I find the repair costs to be reasonable. In my opinion, the tenancy agreement should be permitted to continue provided the monthly rent is paid on time and an additional \$200 is paid, along with the rent, until the rent arrears are paid in full.

An order shall issue requiring the respondents to pay future rent on time and to pay the rent arrears and repair costs in monthly installments of \$200. The first payment of \$200 shall be made

on March 1, 2006 and thereafter on the first day of each month until the arrears and repair costs are paid in full.

Should the respondents fail to make payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full amount of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer