

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ASHLIE HORASEY**, 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 -

ASHLIE HORASEY

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 thirty two dollars (\$32.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair of tenant damages to the premises in the amount of two hundred eighty five dollars and ten cents (\$285.10).
3. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 927 Bigelow Crescent, Yellowknife, NT

shall be terminated on January 24, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of January, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ASHLIE HORASEY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ASHLIE HORASEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 10, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: January 10, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 27, 2005, but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had repeatedly disturbed other tenants, failed to repair damages to the premises which were the result of the tenant's negligence and failed to pay rent.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The premises are subsidized public housing. The applicant rents the premises from another landlord and then re-rents the premises on a rent-geared-to income basis to their tenant. The unit is a townhouse with common walls to adjoining units.

The applicant testified that the head landlord had received complaints from other tenants on three occasions between December 6 and December 15, 2005 concerning disturbance. The applicant provided copies of the written complaints by the landlord as well as a written complaint from another tenant in the residential complex. On each occasion the head landlord attended the premises, requested that she cease making noise and warned her not to disturb others. The applicant testified that she had also met with the respondent concerning the disturbances.

The applicant testified that they had repaired several large holes in the stairwell area of the

premises which were obviously caused by negligence. The applicant repaired the damages and added the repair costs to the respondent's account. Some of the repair costs have been paid but a balance of \$285.10 remains outstanding on the account. A statement of the account and an invoice for the repairs was entered in evidence.

The applicant testified that the monthly rent of \$32 was due on the January 1, 2006 and was still outstanding.

I find the respondent in breach of her obligation to pay rent, in breach of her obligation to repair tenant damages and in breach of her obligation to not disturb other tenants in the residential complex. I find the rent arrears to be \$32 and the remaining costs of repair to be \$285.10. The tenant has been repeatedly warned of the disturbances and there does not appear to be any indication that she has taken any steps to cease the offending behaviour. In my opinion, the termination of the tenancy agreement is the only remaining remedy which will provide other tenants with the relief they are entitled to.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$32, repair costs of \$285.10 and terminating the tenancy agreement on January 24, 2006. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer