

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **CHARLES RABESCA AND NIKKITA MANTLA**, 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 -

CHARLES RABESCA AND NIKKITA MANTLA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 611A Whagwe Tili, Rae, NT shall be terminated on March 3, 2006 and the respondents shall vacate the premises on that date.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of thirty two dollars (\$32.00).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to attending the premises to clear smoke from the unit in the

amount of sixty five dollars and seventy four cents (\$65.74).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of
February, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

CHARLES RABESCA AND NIKKITA MANTLA

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
Charles Rabesca, respondent
Nikkita Mantla, respondent

Date of Decision: February 21, 2006

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex. The applicant also alleged that the respondents had failed to pay rent and failed to pay for repairs to the premises made necessary because of their negligence. The applicant sought an order terminating the tenancy agreement and requiring the respondents to pay the alleged rent arrears and costs related to the repairs.

The applicant provided records noting four complaints from another tenant about loud parties and music between January, 2005 and December 2005. The applicant testified that another complaint had been received in January, 2006. The applicant also testified that on February 2, 2006 smoke was observed in the premises. The landlord's staff entered the premises to find food burning in the oven and the tenant asleep on the couch. The premises were cleared of smoke, the oven turned off and the burned food removed. Notices were sent to the respondents following each incident.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$32 and repair costs of \$402.74. One of the repair costs (\$65.74) related to the attendance at the premises when the smoke was discovered. The remaining repair amounts were documented only by invoices which did not set out the exact nature of the work performed or why it was necessary. The work invoices appear to be for unlocking and possibly repairing locks.

The respondents stated that they sometimes had relatives at their premises but did not feel they made excessive noise. The respondents did not recall any locks being repaired except for one occasion when the key broke off in the lockset.

The respondents may not feel that their behaviour has been disturbing others in the building but I note that on each occasion of disturbance they were advised of the complaints. The continuing complaints appear to indicate that the respondents made little or no effort to reduce or eliminate the noise. The smoke incident is particularly alarming as it presented a real threat to the safety of three other households as well as the respondents. In my opinion, there are sufficient grounds to terminate the tenancy agreement. It appears this is the only remedy left to ensure that other tenants are not disturbed or endangered again.

I find the respondents in breach of their obligation to not disturb other tenants, An order shall issue terminating the tenancy agreement on March 3, 2006 and requiring the respondents to vacate the premises on that date.

In the matter of the rent and repair costs, I do not find sufficient evidence to conclude that the costs associated with the lock repairs or call-outs was the result of tenant negligence or that the costs associated with the work performed were reasonable. The request for compensation is denied except for the costs associated with clearing out the smoke from the premises in the amount of \$65.74. I find rent arrears of \$32. The order shall also require the respondents to pay

the applicant rent arrears and repair costs in the amount of \$97.74.

Hal Logsdon
Rental Officer