

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JANET NASKATHEY**, 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 -

JANET NASKATHEY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs, call out charges and lock change charges in the amount of seven hundred seventy two dollars and fifty one cents (\$772.51).
2. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not unreasonably disturb the landlord.
3. Pursuant to sections 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 17, 5009 - 47th

Street, Yellowknife, NT shall be terminated on December 31, 2006 and the respondent shall vacate the premises on that date, unless the repair costs in the amount of seven hundred seventy two dollars and fifty one cents (\$772.51) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 2006.

Hal Logsdon
Rental Officer

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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-

JANET NASKATHEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: November 28, 2006

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on November 16, 2006 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the premises, failing to pay costs related to opening her door when she had lost or forgotten her keys and costs related to changing her locks. The applicant sought an order requiring the respondent to pay for call-out charges, lock change charges and repair costs and terminating the tenancy agreement.

The applicant provided a statement of account which indicated a balance owing in the amount of \$772.51. Invoices detailing the various charges were provided in evidence. With the exception of repairs to two broken windows, all of the charges related to call-outs to assist the respondent to gain entry to her apartment or lock changes requested by the respondent. The applicant stated that the persistent call-outs to the Housing Authority staff were an annoyance. The broken windows are coded to tenant damage but the applicant stated that one was broken to gain entry to the apartment because the respondent's partner had barricaded the door from the inside, preventing her entry.

I find the respondent in breach of her obligation to repair damages caused by her negligence or by persons she permitted in the premises. Applying all credits first to rent, I find the balance of

repair costs and call out charges to be \$772.51. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these costs are promptly paid. I also find that the constant requests for assistance to gain entry to the premises constitute a disturbance of the landlord.

An order shall issue requiring the respondent to pay the applicant repair costs, call out charges and lock change charges in the amount of \$772.51 and terminating the tenancy agreement on December 31, 2006 unless that amount is paid in full. The respondent is also ordered to comply with her obligation to not unreasonably disturb the landlord.

Hal Logsdon
Rental Officer