

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **LORNA DILLON**, 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 **SACHS HARBOUR, NT**.

BETWEEN:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

- and -

LORNA DILLON

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 twelve thousand eighty dollars and ten cents (\$12,080.10).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of five thousand eight hundred seven dollars and twenty one cents (\$5807.21).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 46(2)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0004, Sachs

Harbour, NT shall be terminated on April 30, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of April, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **LORNA DILLON**, 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.

BETWEEN:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

-and-

LORNA DILLON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 30, 2006

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Loretta Hopkins, representing the applicant
Lorna Dillon, respondent

Date of Decision: April 3, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises, and endangering the safety of other tenants. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and termination of the tenancy agreement.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$12,080.10. The applicant's representative testified that the respondent had authorized her employer to deduct \$400 from each pay and remit it to the landlord but payments had not been regularly remitted.

The applicant also provided a copy of the tenant damages ledger which indicated a balance owing in the amount of \$8371.44. Of this amount, \$5294.68 relates to estimated repair costs related to an alleged incident in February, 2006 involving the discharge of a firearm in the premises. The applicant provided an itemized estimate of the damages and repair costs related to that incident and photographs of the damages. The remaining amount relates to numerous invoices dated prior to March 2005 which were not provided at the hearing. No particulars regarding these repairs were provided by the applicant.

The respondent signed an agreement to pay repair costs to the landlord in monthly installments on April 26, 2005. In that agreement, she acknowledged responsibility for repair costs of \$2870.

This figure does not correspond with the balance on the ledger at that time or any other balance on the ledger. There was no evidence to determine how the figure of \$2870 was calculated.

The applicant's representative stated that a firearm was repeatedly discharged in the premises in February, 2006 causing damages to the walls, ceiling, furnace and smoke detector. The applicant's representative stated that a charge of mischief had been laid against the respondent. The applicant's representative stated that the bullets penetrated the walls and roof of the house and could have caused injury to other tenants who reside in close proximity to the respondent's house. The applicant provided a copy of a earlier inspection report which indicated other gunshot damage to the interior of the house.

The respondent disputed the rent arrears stating that she didn't consider it proper to consider her former partner's sport hunting income as part of his annual income and divide it evenly over a twelve month period.

The respondent did not dispute the previous damages to the premises including the earlier gunshot damage but stated that it was all done by her former partner who no longer lived in the premises. A notice provided in evidence by the applicant indicates that the respondents former partner, Joshua Esau, vacated the premises on January 28, 2006. The respondent did not wish to comment on the most recent alleged incident. She stated that her former partner was a joint tenant and should be held accountable for 50% of the rent arrears and repair costs.

The applicant provided a copy of the tenancy agreement which was made between the applicant and the respondent as sole tenant. The applicant's representative stated that she was unaware of any other tenancy agreement between the parties.

Even if there was a tenancy agreement where the respondent was a joint tenant, it is entirely appropriate for the landlord to file against either joint tenant or both for the full amount of indebtedness. A tenancy agreement is a contract and joint tenants are jointly and severally responsible for the obligations of the tenant set out in the agreement.

I find no reason why the sport hunting income should not be included or why it should be treated in any other way. I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$12,080.10.

I find insufficient evidence to support the applicant's allegations concerning repair costs. The evidence suggests that the parties agreed that the balance of repair costs as at April 26, 2005 was \$2870. Since that time the respondent has paid \$2357.47 toward the repair costs and incurred recent charges of \$5294.21 for the repair of the premises. I find the recent repair charges of \$5294.21 to be reasonable and find the balance of repair cost owing to be \$5807.21 calculated as follows:

Acknowledged balance as at April 26, 2005	\$2870.00
Payments made since April 26, 2005	(2357.47)
Recent repair costs	<u>5294.68</u>
Amount owing	\$5807.21

The evidence leaves little doubt that the respondent or someone she permitted on the premises has on at least two occasions, discharged a firearm in the house. These incidents were not accidental as numerous rounds were discharged. Such an act is both illegal and dangerous. The photographs indicate that the bullets penetrated the exterior walls and roof of the house and may still have contained enough energy to injure or kill a person. Other tenants live in the vicinity and could have been victims of the respondent's careless and negligent action.

Taking into consideration the tenant's failure to pay rent, the extensive and repeated damages to the premises and the repeated discharge of a firearm on the premises, in my opinion, there are sufficient grounds to terminate this tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$12,080.10, repair costs of \$5807.21 and terminating the tenancy agreement on April 30, 2006.

Hal Logsdon
Rental Officer