

IN THE MATTER between **NORAH HIGDEN**, Landlord, and **KATHLEEN RUMAN**,
Tenant;

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:

NORAH HIGDEN

Landlord

- and -

KATHLEEN RUMAN

Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 57(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Basement suite, 101 Knutsen Avenue, Yellowknife, NT shall be terminated on December 31, 2007 and the tenant shall vacate the premises on that date.

2. Pursuant to sections 25(3)(a) and 40 of the *Residential Tenancies Act*, the tenant shall remove her lock from the entry door to the rental premises and the landlord shall install a suitable locking mechanism and provide a key to the tenant.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of October, 2007.

Hal Logsdon
Rental Officer

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REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | October 9, 2007 |
| <u>Place of the Hearing:</u> | Yellowknife, NT |
| <u>Appearances at Hearing:</u> | Norah Higden, landlord Kathleen Ruman, tenant Diane Perino, witness for the tenant |
| <u>Date of Decision:</u> | October 12, 2007 |

REASONS FOR DECISION

The landlord filed an application on September 12, 2007 seeking an order terminating the tenancy agreement between herself and Ms. Ruman pursuant to section 57(c) of the *Residential Tenancies Act*. The tenant filed an application on September 20, 2007 alleging that the landlord raised the rent without complying with the provisions of section 47 of the Act. The tenant sought an order requiring the landlord to refund the alleged rent increase and compensate her for improvements she had made to the rental premises. As both applications deal with the same rental premises and tenancy agreement, with the consent of both parties, both matters were heard at a common hearing.

The rental premises are located in the basement of the landlord's house. The rental premises include a private bathroom but the parties share a kitchen. The landlord also accesses the laundry facilities which are located in the rental premises. There is also a utility room where the heating equipment is located which can only be accessed through the rental premises.

The landlord claims that the parties do not get along with each other and that their personal differences make the continuation of the tenancy agreement unfair to either of them. Section 57(c) of the *Residential Tenancies Act* permits a rental officer to order the termination of a tenancy agreement when this condition exists.

57. Where, on the application of a landlord, a rental officer determines that

- (a) a tenant who, as a student or a staff member was provided with living accommodation that is not exempt from this Act by an educational institution, has ceased to meet the requirement for occupancy of the living accommodation,**
- (b) a tenant of subsidized public housing has ceased to meet the requirement for occupancy of the rental premises, or**
- (c) a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them,**

the rental officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

The landlord submitted a written list of incidents and grievances which she felt made the continuation of the tenancy agreement unfair. Among these was the fact that the parties had different work schedules, the tenant had eaten the landlord's food, the parties had not spoken to each other for several weeks, the tenant has installed a lock on the premises preventing her entry, and the tenant is taking over the whole house with her possessions.

The tenant acknowledged eating the landlord's left-over pizza on one occasion but stated that when the landlord complained, she immediately ordered another one. The tenant also acknowledged that the parties worked different schedules but stated that she was not disturbed by the landlord and did not believe the landlord had been disturbed by her. The tenant acknowledged installing a lock on the door without the permission of the landlord. She stated that an expensive

camera was missing from her premises and she wished to protect her possessions. The tenant denied taking over any other part of the house.

Although it is clear from the landlord's testimony that the relationship with the tenant is causing her anxiety and stress, it does not appear that the tenant is similarly affected. The tenant stated that she was surprised by the allegations and was unaware of any difficulties in the relationship until the landlord filed the application. The landlord did send a letter to the tenant in July, 2007 expressing her difficulty with sharing space with a tenant who worked on a different schedule but ended the letter on an optimistic note stating, "I hope that we can work things out." The landlord served a notice of termination on the tenant on September 8, 2007, which had no legal effect since it did not conform with the termination provisions of the Act, but the cause stated was to perform renovations, not personal differences. The tenant's witness testified that she knew both parties and had observed them together socially. She indicated that they appear to get along reasonably well and that she did not detect any friction between them.

At the hearing the tenant did accuse the landlord of trying to trip her with a dog leash and expressed her apprehension that other items in her premises might be lost if she didn't put a lock on the door. Given the landlord's current dissatisfaction with the living arrangement and the growing apprehension of the tenant, it appears this relationship is gradually deteriorating and may soon become intolerable to both parties.

The tenant stated that she had lent the landlord \$450 to pay her truck payment and that the

landlord later demanded an additional \$450 in rent for the three weeks the tenant's brother occupied the premises and refused to repay the loan. The tenant sought the return of the \$450 which she considered an illegal rent increase. The landlord denied that any rent increase had been applied.

The tenant's brother did some work on the rental premises. There is no evidence of any contract between the landlord and the tenant's brother or between the tenant and her brother nor is there any evidence that compensation for renovations was an element in the tenancy agreement. The tenant now seeks compensation for the materials and labour in the amount of \$1685. The landlord stated that the tenant previously demanded \$400 for the work.

The landlord and tenant knew each other prior to the formation of this tenancy agreement. The landlord had recently bought the house. Both parties have dogs and the house has a nice back yard. Photographs of the basement prior the tenancy agreement indicate that the area was previously used as a home office and offered little privacy. It would appear that the landlord permitted the tenant to renovate the space prior to the formation of the tenancy agreement so that the space could reasonably serve as a rental suite.

In my opinion, there are no grounds for compensation to the tenant. The renovation arrangement was not part of the tenancy agreement but, at best, a separate contract formed prior to the formation of the tenancy agreement. The evidence does not support any rent increase but

indicates a loan made to the landlord by the tenant. I have no jurisdiction in these matters as they are not part of a tenancy agreement. The tenant's request for relief is denied.

In my opinion, the personal differences between these parties are making the tenancy agreement increasingly unfair to both the tenant and the landlord. I suspect the tenant might now agree to terminate the agreement if she had not invested in the renovation for the premises and could easily find suitable rental accommodation which permitted dogs. I have to consider that the landlord was fully aware of the need to share space in such an arrangement and that the landlord and tenant worked on different schedules. The landlord also knew the tenant to some degree.

Much of the tension between the parties appears to originate with the landlord who, after entering into a tenancy agreement involving shared space, appears not to be comfortable with the arrangement. In my opinion, there are sufficient grounds to terminate the tenancy agreement but the tenant should be given ample time to find reasonable accommodation.

I find the tenant in breach of the mutual obligation to not change the locks on the door giving entry to the rental premises. I also find the landlord in breach of her obligation to provide a lock on the entry door to the premises as there was no lock on that door previously. The tenant shall remove her lock and the landlord shall install a lock and provide a key to the tenant.

An order shall issue terminating the tenancy agreement on December 31, 2007. The tenancy agreement may, of course, be terminated earlier by the tenant's notice, pursuant to section 52 or by mutual agreement. The order shall also require the tenant to remove her lock from the door

and required the landlord to install a suitable locking mechanism and provide the tenant with a key.

Hal Logsdon
Rental Officer