

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **STANLEY WANDERINGSPIRIT AND FLORENCE NADLI**,
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 **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

STANLEY WANDERINGSPIRIT AND FLORENCE NADLI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb other tenants in the residential complex and shall not create any disturbances in the future.
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of eighty eight dollars and seventy nine cents (\$88.79).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of July,
2008.

Hal Logsdon
Rental Officer

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Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 9, 2008
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Alphonsine Gargan, representing the applicant Rose Vandell, representing the applicant Violet Kachcowski, representing the respondents
<u>Date of Decision:</u>	July 9, 2008

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and by failing to repair damages to the premises which were caused by their negligence or by the negligence of persons they permitted in the premises. The applicant sought an order requiring the respondents to pay repair costs and terminating the tenancy agreement between the parties.

The premises are located in the senior citizen's home. Ms Nadli is disabled and requires daily care that is available in the facility. The applicant provided two police reports outlining persistent disturbances at the premises requiring the police to attend. The reports state that other tenants refuse to provide statements or testify, making charges difficult. Another report, written by the caretaker of the facility outlines four specific incidents in May, 2008. In all but one of these, the respondents' son, is named as cause of the disturbance. The applicant has sent several notices to the respondents advising them of the disturbances and the possible consequences if they continue.

The applicant provided a work order in evidence that indicated an exterior door had been broken and repaired by the landlord. The respondents have already paid most of the repair costs but there is a remaining balance of \$88.79. The work order describes the work done as a result of tenant damage.

The respondents' representative stated that the respondents' son is a major factor in the

disturbances. She described him as abusive to his parents. The respondents' representative stated that the respondents' son was currently in jail and that she had spoken to the police about obtaining a peace bond to keep the respondents' son away from his parents and the senior's home. She also acknowledged that Mr. Wanderingspirit's drinking contributed to the problem and that she had spoken to him about treatment for his alcohol abuse. There was no dispute regarding the repair costs.

The applicant acknowledged that over the past two weeks since the respondents' son had been incarcerated, things had been reasonably quiet at the senior's facility. The applicant also acknowledged that the care available at the facility was important for Ms. Nadli's well being. The applicant stated that if the respondents' son was prohibited from entering the senior's home and if Mr. Wanderingspirit participated in some form of treatment, they would be willing to permit the tenancy agreement to continue on a trial basis.

Given the need for Ms Nadli to receive daily care which is available at the seniors home, I do not think termination of the tenancy agreement is the appropriate remedy at this time. Provided the respondents' son can be prevented from entering the facility and provided that Mr. Wanderingspirit can refrain from any disturbing behaviour, in my opinion, the tenancy agreement should continue. However, given the nature and persistence of these disturbances, should they occur again, the interest of the other tenants must be considered and termination of the tenancy agreement will be the only remaining option.

I find the respondents in breach of their obligation to not disturb other tenants and in breach of their

obligation to repair damages. I find the repair costs to be reasonable. An order shall issue requiring the respondents to comply with their obligation to not disturb other tenants, to not create any disturbances in the future and to pay the remaining repair costs of \$88.79. Should there be any future disturbance, the applicant may file another application seeking the termination of the tenancy agreement.

Hal Logsdon
Rental Officer
