

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **BRENDA ONGAHAK**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

BRENDA ONGAHAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(f) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 16, 15 Ptarmigan Road, Yellowknife, NT shall be terminated on April 30, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of March,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **BRENDA ONGAHAK**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

BRENDA ONGAHAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2008, continued on March 18, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant
Brenda Ongahak, respondent
Vivienne McQueen, representing the respondent
(February 7th only)

Date of Decision: March 20, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants in the residential complex, failing to repair damages to the premises, failing to pay rent on time and failing to pay for water during the term of the agreement. The applicant stated that the alleged disturbances were caused primarily by the respondent's children who disturbed other tenants in the residential complex and caused damage to the property.

The matter was scheduled for hearing on February 7, 2008. Ms. Vivienne McQueen, a Medical Social Worker, appeared with the respondent on that date and stated that, although she was not the respondent's primary social worker, she was aware that efforts were being made to provide the respondent with additional services related to child care. The applicant stated that they had recently entered the respondent's premises and found considerable damage but had not had the opportunity to adequately inspect or assess the damage.

The matter was adjourned to March 18, 2008 to permit the respondent (and her social worker) to outline progress on additional services for the respondent and to allow the applicant to inspect the premises and provide additional information on the condition of the apartment.

When the hearing resumed on March 18, 2008 the respondent stated that she was on the waiting list for day care services. Her social worker did not attend the hearing.

The applicant provided photographs of the premises which indicated children's scribble on the walls, many stains on the carpets, several holes in the walls and a missing kitchen drawer front.

The applicant provided a written complaint from another tenant in the residential complex outlining disturbances caused by the respondent's children banging into her garage door with bicycles and running up and down her entrance stairs late at night. The applicant testified that the children had also been seen breaking new trees planted around the complex.

The applicant stated that the respondent had not assumed responsibility for the water account, requiring the landlord to pay for water. She stated that the Income Security Program had reimbursed the landlord for water paid on behalf of the respondent and was paying her monthly rent, albeit not on time. The applicant stated that the March, 2008 rent had not yet been paid.

The applicant also stated that the respondent's children had caused the bathtub to overflow, causing the downstairs tenant's smoke detector to activate. Repairs had been made to the downstairs premises and the costs of \$230 billed to the respondent. The applicant stated that the invoice had not been paid.

The applicant acknowledged that there had not been any complaints about disturbance since the application was made in January, 2008 but attributed it to the fact that the children were kept inside for much of the time during the winter months.

Children in a residential complex can not be expected to behave like adults and other tenants

must tolerate a certain degree of noise resulting from their play. However, the evidence in this matter indicates that the respondent's children are often unsupervised and their play is often damaging to property and noisy at unacceptable hours. The damage to the premises is not minor and is undoubtedly in excess of the security deposit held by the applicant. The respondent says she will pay for the repairs but does not appear to have the financial ability to do so.

The late rent and the requirement to pay the water bills on behalf of the tenant are further annoyances but as these items are eventually paid by the Income Security Program, the applicant is unlikely to suffer significant loss. However, the applicant can not be expected to suffer the damages to the premises or the complaints from other tenants. In my opinion, there are reasonable grounds to terminate the tenancy agreement but the respondent should be permitted reasonable time to secure other, and perhaps more appropriate, accommodation.

An order shall issue terminating the tenancy agreement on April 30, 2008 and requiring the respondent to vacate the premises on that date. The applicant may file another application after that date seeking repair costs in excess of the security deposit if the respondent fails to repair the damages to the premises or the previous invoice for repairs is still outstanding.

Hal Logsdon
Rental Officer