

IN THE MATTER between **TEPEE HOUSING ASSOCIATION**, Applicant, and
MARJORIE GREENLAND AND JOHN KENDO, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **INUVIK, NT**.

BETWEEN:

TEPEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MARJORIE GREENLAND AND JOHN KENDO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred fifty six dollars (\$856.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 208, 195 Mackenzie Road, Inuvik, NT shall be terminated on April 19, 2011 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of April,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **TEPEE HOUSING ASSOCIATION**, Applicant, and
MARJORIE GREENLAND AND JOHN KENDO, 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.

BETWEEN:

TEPEE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MARJORIE GREENLAND AND JOHN KENDO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 5, 2011
<u>Place of the Hearing:</u>	Inuvik, NT via teleconference
<u>Appearances at Hearing:</u>	Dolly Peterson, representing the applicant Wayne Smith, representing the applicant Marjorie Greenland, respondent John Kendo, respondent
<u>Date of Decision:</u>	April 6, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to pay the remaining portion of the required security deposit and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided two notices in evidence outlining alleged incidents of disturbance on January 23 and February 13, 2011. The applicant also testified that the respondents had left a pot burning on the stove on February 22, 2011 causing the apartment to fill with smoke and setting off the smoke detector in the bedroom. The applicant also testified that since the application was filed on February 24, 2011 five additional incidents of disturbance had occurred. Ms Peterson stated that she lived in the building and had direct knowledge of the incidents which included noisy parties, loud guests and loud arguing between the respondents. The applicant stated that other tenants in the building had complained about the incidents and reported the incidents to her.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$856 and a balance of security deposit owing in the amount of \$550. The ledger also includes a key deposit of \$100 which has been paid and a charge for a lost key of \$100 which remains outstanding.

The respondents disputed the alleged disturbances stating that many of them were simply guests who were in the apartment visiting. The respondents submitted that the gatherings were not particularly noisy and that any sound readily carried through the building. Ms Greenland acknowledged that Mr. Kendo had left a pot on the stove, filling the apartment with smoke, but stated that the smoke detectors in the kitchen and living room had been removed by the landlord. She submitted that the burning pot would have been discovered earlier had the two smoke detectors been operational and believed the landlord should share the blame for the incident. Ms Greenland also alleged that a board member had knocked on her door and entered the apartment without her permission, presumably to investigate a noise complaint.

The respondents acknowledged that the debits and credits shown on the ledger were accurate but were not sure if the amount owing was correct.

I am satisfied from my review of the ledger that the rent arrears are \$856 and the outstanding security deposit is \$550. Section 14.2(1) of the *Residential Tenancies Act* prohibits deposits other than a security deposit and pet deposit. Applying the key deposit against the unpaid lost key charge, I find no outstanding charges for keys.

I find the respondents in breach of their obligation to not disturb other tenants. While the respondents may feel that their activities were not loud or noisy, other tenants in the building did not share that view and complained to the caretaker who also found the incidents to be disturbing. Many of the incidents occurred late at night or early in the morning when other

tenants were most likely trying to sleep. Notwithstanding the level of soundproofing in the building, tenants must be more respectful about the noise they create at those hours. The respondents have received notices warning them of the disturbances but they show little signs of abatement. In my opinion, termination of the tenancy agreement is justified. There does not appear to be any other remedy that will provide the other tenants in the building with the peace and quiet they are entitled to.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$856 and terminating the tenancy agreement on April 19, 2011. An eviction order will be issued separately.

Hal Logsdon
Rental Officer