

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **ROBERTA SIMMONDS**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

- and -

**ROBERTA SIMMONDS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 54(4) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 510, 5004 - 54th Street, Yellowknife, NT shall be terminated on July 31, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of July,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **ROBERTA SIMMONDS**, 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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

-and-

**ROBERTA SIMMONDS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 6, 2011

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Gail Leonardis, representing the applicant  
Janet Stephenson, representing the respondent

**Date of Decision:** July 7, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondent had repeatedly and unreasonably disturbed the landlord. On June 14, 2011 the applicant served a Notice of early termination on the respondent pursuant to section 54(1)(a) of the *Residential Tenancies Act* seeking vacant possession of the premises on June 30, 2011. An *Application to a Rental Officer* was filed on June 14, 2011 seeking the termination of the tenancy agreement and the eviction of the respondent.

The applicant provided several affidavits sworn by staff members outlining incidents of disturbance as well as notes to file and security reports outlining disturbances. Many involved repeated requests for repairs after inspections had determined that no defect existed and no repairs were necessary. Others involved persistent and unfounded complaints about the contracted security personnel. One incident involved an anonymous voice mail message left with the Girl Guides of Canada about a "horrific, horrific experience" with the property manager of the residential complex. Another outlined a complaint allegedly made by the respondent of smoke and an activated alarm when there was no evidence of either. The applicant stated that due to these persistent and unfounded allegations made against the landlord's staff and contractors, no one would enter the respondent's apartment to effect repairs or have any contact with the respondent without being accompanied by someone else. She stated that she feared many staff would resign if they were exposed to the respondent's continued harassment.

The respondent's representative, a support worker with an organization dedicated to helping

northern families did not dispute the allegations. She stated that her organization and others would provide assistance to the respondent so that unfounded complaints and allegations would cease. She stated that she believed the respondent now recognized that her behaviour was not acceptable and stated that she had noticed improvement.

The premises fall under the definition of subsidized public housing and were designed and built to provide independent accommodation for seniors, disabled persons and persons of low income. The respondent describes herself as having a mobility disability.

In my opinion, the incidents described by the applicant constitute unreasonable disturbance of the landlord. Clearly, the landlord has responded to tenant's requests for repair and has found no defects, yet the respondent continues to request the repairs. For example, after reporting that her sink was leaking, a certified plumber inspected the taps and drainage and found no leakage. He concluded the position of the dish drainer was creating the standing water and advised the respondent. However the respondent persisted in calling for repairs to the sink.

The complaints against the security personnel are clearly unfounded yet the respondent continues to harass these workers. The voice mail message left with the Girl Guides is particularly disturbing and could be tantamount to defamation.

In considering the most appropriate remedy I have considered whether the support offered by the respondent's representative is likely to be effective and whether there has been any abatement of

the respondent's behaviour. Unfortunately, the evidence suggests little or no abatement of the respondent's behaviour and in the light of her insistence that the landlord's staff are violating her rights, despite facts to the contrary, I have limited optimism that the intervention proposed will be effective.

I have also taken into consideration that as a provider of subsidized public housing, the landlord could simply terminate this tenancy agreement by written notice pursuant to section 51(5) of the *Residential Tenancies Act* and seek an eviction order if the respondent failed to vacate the premises. To deny an eviction order in these circumstances, I would have to find that a eviction was not justified. Given the facts before me, I could not come to that conclusion.

I find the respondent in breach of her obligation to not disturb the landlord. An order shall issue terminating the tenancy agreement on July 31, 2011. An eviction order to be effective on August 1, 2011 shall be issued separately.

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Hal Logsdon  
Rental Officer