

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **JESSICA POKIAK**, 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 **INUVIK, NT.**

BETWEEN:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

- and -

**JESSICA POKIAK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb the landlord or other tenants in the residential complex and shall not create any disturbances in the future.
2. Pursuant to sections 42(3)(d) and 42(3)(e) of the *Residential Tenancies Act*, the applicant is authorized to repair the wall damage in the hallway and the respondent is ordered to pay the landlord reasonable costs of repair.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of January, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **JESSICA POKIAK**, 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:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

-and-

**JESSICA POKIAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 4, 2012

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

**Appearances at Hearing:** Gregory Murphy, representing the applicant  
Jessica Pokiak, respondent

**Date of Decision:** January 12, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent had repeatedly disturbed the landlord and other tenants in the residential complex and sought an order terminating the tenancy agreement. The applicant stated that since the application was made the respondent had paid all outstanding rent in full.

The tenancy agreement commenced on October 1, 2011. The applicant provided three notices in evidence outlining disturbances between October 12 and November 6, 2011.

The first, dated October 12, 2011 stated that the respondent's daughter had disturbed other tenants by going to their apartments. The applicant stated that he had received complaints from several other tenants about the respondent's daughter coming to their apartment stating that she did not know where her mother was. The respondent described her young daughter as "a hand full" and stated that she had left her in the care of a neighbour in the building when these incidents occurred. She stated that she had spoken to her neighbours about the incidents and none had indicated that they were disturbed by the incidents.

Another notice, dated October 14, 2011 indicated that an intoxicated man was removed by police from the respondent's apartment. The applicant stated that between midnight and 1 AM, the respondent's daughter woke him wanting to get into her apartment. The landlord stated that the respondent was not at home and an intoxicated man was found in the premises. The applicant summoned the police who removed the man from the premises. The respondent stated that she

was out that evening and her daughter was being cared for by a neighbour in the building. She stated that her daughter apparently left the apartment without the sitter's knowledge, wanting to return to her apartment. There is no evidence that any tenants were disturbed by the incident but the landlord's sleep was interrupted attending to the matter.

Another notice, dated November 6, 2011 indicated that the tenant had given a person her key who entered the building in an intoxicated state. The applicant stated that the person stayed in the respondent's apartment overnight and that the respondent woke him up at 7 AM the next morning asking for assistance to remove the guest, alleging that she had been assaulted. There is no evidence that other tenants were disturbed by the incident but the landlord's sleep was disturbed dealing with the matter. The respondent did not dispute the incident as outlined by the applicant.

The applicant stated that recently (no date was provided and no notice entered in evidence) the police had attended the building due to a disturbance complaint and had arrested the respondent. The applicant stated that while being removed from the building, the respondent kicked a hole in the wall in the hallway. The applicant stated that a number of tenants were disturbed by the incident. The respondent stated that she had been in another apartment where she tried to break up a fight and was bitten. She stated that she returned to her apartment where she was arrested and held overnight. She acknowledged being very angry and damaging the wall.

The applicant stated that over the past weekend, the police had attended the respondent's

premises in the afternoon and had arrested a male. He stated that there had not been any disturbance but that the presence of police in the building was of concern to other tenants. The respondent acknowledged the incident and stated that she had summoned the police because she felt threatened by the person.

Other tenants were undoubtedly disturbed during the incident when the respondent kicked the hole in the wall and was removed from the building by the police. It would appear, however, that the primary source of the disturbance occurred in another apartment. Other incidents do not seem to have disturbed other tenants but the landlord was obviously inconvenienced by the behaviour of the respondent's daughter. It would appear that the daughter's sitter (a neighbour) is more to blame for the disturbance of the landlord than the respondent.

There has certainly been some disturbance during the tenancy but, in my opinion, the evidence does not indicate that other tenants have been repeatedly disturbed to the extent that termination of this tenancy agreement is necessary to establish peace and quiet in the building.

An order requiring the respondent to comply with her obligation to not disturb the landlord or other tenants and to not create any disturbances in the future shall issue. Although the landlord did not request it, I shall also issue an order authorizing the repair of the wall damage and ordering the respondent to pay the applicant reasonable repair costs.

Should there be any future disturbance or should the respondent fail to promptly pay for the wall

damage when invoiced, the applicant may file an application seeking termination and eviction due to the breach of this order.

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Hal Logsdon  
Rental Officer