

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SUZANNE NEYELLE**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**SUZANNE NEYELLE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for the costs of electricity paid on her behalf in the amount of one hundred ninety nine dollars (\$199.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2019 Sissons Court, Yellowknife, NT shall be terminated on January 31, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of January,  
2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SUZANNE NEYELLE**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**SUZANNE NEYELLE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2003

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

**Appearances at Hearing:** Angela Keppel, representing the applicant  
Suzanne Neyelle, respondent  
Sophie Dennis, representing the respondent

**Date of Decision:** January 15, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for electricity which was her obligation pursuant to the written tenancy agreement between the parties. The applicant also alleged that the respondent had failed to repair tenant damages to the premises and had repeatedly disturbed other tenants' quiet enjoyment of the premises and residential complex. The applicant sought an order requiring the respondent to pay the outstanding balance of electrical costs and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$231. The amount represents the balance owing for electrical charges which were paid on behalf of the respondent in June, 2002 and transferred to the respondent's rent account. The written tenancy agreement between the parties requires the tenant to pay for the cost of electricity in accordance with the NWT Housing Corporation's written utility policy. The tenant pays the supplier directly based on a subsidized rate and the landlord pays the balance. If the tenant's account with the supplier falls into serious arrears, the landlord pays the tenant's share and applies the amount to the tenant's rent account. The respondent did not dispute the amount owing but provided the landlord with a payment of \$32 at the hearing, bringing the balance owing to \$199.

The applicant provided numerous notices, notes to file and written complaints from other tenants in the residential complex outlining incidents of disturbance between May, 2000 and November,

2002. The applicant also testified that an inspection of the premises in November, 2002 revealed a significant amount of damage. The applicant provided photographs of the premises in evidence.

The respondent indicated that she and her children had been harassed by a number of youths which resulted in two broken windows. She testified that she had made a complaint to the police following the incidents. She provide a copy of a 'victim impact statement' which she had filed regarding the incidents. On questioning, it did not appear that any of the alleged disturbances were related to the incidents regarding the mischief committed by the youths nor did it appear that any of the complaining tenants were related to the youths who committed the mischief. Similarly, it does not appear that any of the damages to the premises are the result of mischief committed by the youths. In summary, it does not appear that the mischief committed by the youths has anything to do with the allegations by the landlord that the respondent has disturbed other tenants or damaged the premises.

Some of the reported disturbances are quite offensive and have not abated, despite numerous warnings and notices. In addition to complaints of noisy late parties in the premises, there are reported incidents of the respondent shouting profanities at the children of other tenants from her window. Despite warnings and visits to the respondent, the incidents have continued. After four complaints in mid to late 2002, the applicant served a notice of early termination on the respondent on November 15, 2002 seeking vacant possession on November 28, 2002. The respondent did not vacate the premises.

In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties on the basis of the disturbances alone. I am satisfied that the respondent has been made aware of the disturbance problems and has had an adequate opportunity to correct the problem. She has not done so. The only remaining remedy which will ensure other tenants are not disturbed in the future is termination of the tenancy.

In the matter of the alleged tenant damages, I note that the landlord holds a reasonable security deposit. At the termination of the tenancy agreement, the landlord may retain all or part of the deposit for repairs in accordance with section 18 of the *Residential Tenancies Act* and provide the usual statement to the tenant. Should the costs of repairs exceed the deposit, a future application may be filed.

An order shall be issued requiring the respondent to pay the applicant the cost of electricity which was paid on her behalf in the amount of \$199 and terminating the tenancy between the parties on January 31, 2003. The respondent shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer