

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **KAREN CHILTON**, 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 -

KAREN CHILTON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one hundred eight dollars and fifty cents (\$108.50).
2. 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 disturbance in the future.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of April,
2006.

Hal Logsdon
Rental Officer

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BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

KAREN CHILTON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2006,
continued March 24, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant
Karen Chilton, respondent (by telephone)

Date of Decision: March 24, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing the landlord and other tenants in the residential complex, by permitting more than one person to reside in the premises and by failing to pay the full amount of rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The respondent was unable to attend the hearing in person and with the permission of the rental officer, attended by telephone. At the hearing, the applicant wished to submit evidence which was not contained in the original application. The rental officer adjourned the hearing to March 24, 2006 and directed the applicant to serve the additional evidence on the respondent prior to the continuation of the hearing.

At the continuation of the hearing the applicant referred to several written notices from other tenants in the residential complex concerning other persons who apparently lived with the respondent. The other tenants expressed their concern as two of these persons had been previously evicted from the building. One of the tenants also noted that one of the persons allegedly living with the respondent had repeatedly disturbed him by buzzing his intercom late at night to gain entry to the building.

The applicant also provided her notes regarding the traffic to and from the respondent's

apartment and her observations regarding the persons who allegedly lived with the respondent. Her notes also indicated that she had received a verbal complaint from another tenant on February 24, 2006 regarding screaming and noise from the respondent's premises at 10:30 PM. The applicant also stated that the traffic to and from the respondent's premises had abated since the application was made.

The applicant testified that the respondent had failed to pay the full amount of rent and that the balance of rent owing was \$108.50.

The respondent disputed the alleged residency of others in her apartment. She stated that she was taking care of one of the alleged resident's children but stated that she lived at Sissons Court. She stated that she was disabled and was unable to get out much and as a result, received a lot of visitors. She stated that she would restrict the visits if it meant she could continue the tenancy agreement. The respondent did not dispute the allegations concerning rent.

I am convinced from the evidence that other tenants and the landlord, who lives in the building, have been disturbed by the traffic to and from the respondent's apartment and by some noise. It is not so clear whether any of the respondent's guests could reasonably be considered residents. In my opinion, there is not sufficient evidence to come to that conclusion. It would appear that the respondent has taken some action since the application was filed and is willing to address the problem as necessary. The rent arrears are not extraordinary. In my opinion, the tenancy agreement should be permitted to continue provided the respondent ceases to create any further

disturbances, pays her arrears and future rent on time.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$108.50 and to pay future rent on time. The respondent is also ordered to comply with her obligation to not disturb the landlord or other tenants and to not create any disturbances in the future.

Hal Logsdon
Rental Officer