

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SAMANTHA NITSIZA**, 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 -

**SAMANTHA NITSIZA**

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 nineteen dollars and forty cents (\$119.40).
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 other tenants in the residential complex and shall not create any disturbance in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of May,  
2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**SAMANTHA NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 1, 2007

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Samantha Nitsiza, respondent  
Kerry King, representing the respondent

**Date of Decision:** May 1, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises and disturbing other tenants in the residential complex. The applicant served a notice of early termination on the respondent on April 11, 2007 seeking vacant possession on April 27, 2007 but the respondent did not vacate the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided numerous notices and incident reports outlining seven disturbances between April, 2005 and April 2007. The applicant also provided a statement which indicated a balance of rent owing in the amount of \$119.40 and repair costs in the amount of \$384.78. The repair costs were for a broken window and call-out charges to assist the respondent who had locked herself out of the premises.

The respondent testified that many of the disturbances were caused by her brother who had frequently broken into her apartment and caused a disturbance while she was not at home. She testified that the window was broken by her brother who gained entry to the premises by using a butter knife to open the door. She testified that she had not permitted him to enter the premises on that occasion. The security officer's report indicates that the RCMP were called and made an arrest. The respondent acknowledged that on one occasion she permitted her brother into the premises to babysit her children and he created a disturbance while she was away. The

respondent also testified that she was required to pay the person who let her into the apartment when she had locked herself out but was not provided with a receipt. The respondent did not dispute the rent arrears.

The respondent stated that she has requested a peace bond to prohibit her brother from entering the rental premises and that her brother is no longer living in Yellowknife.

The respondent stated that they would agree to permit the tenancy to continue provided there were no future disturbances and withdrew their request for an order terminating the tenancy agreement.

Section 42 of the *Residential Tenancies Act* sets out the tenant's obligation to repair damages to the premises:

**42. (1)A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**

Persons who forcibly gain entry to premises are not usually considered to be permitted on the premises by the tenant. In my opinion, the broken window was not the result of negligence on the part of the tenant or persons she permitted on the premises. The expenses for the repair of the window are denied. In my opinion, the evidence that the call-out charges were not paid is not sufficiently compelling. The request for relief in the amount of \$46.64 is denied.

I find the respondent in breach of her obligation to pay rent and her obligation to not disturb other

tenants in the residential complex. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$119.40, comply with her obligation to not disturb other tenants and not create any disturbance in the future.

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Hal Logsdon  
Rental Officer