

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JOHN TSETTA**, 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 **NDILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

JOHN TSETTA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Suite #5, Ndilo Seniors Home, #703, Ndilo, NT shall be terminated on February 28, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JOHN TSETTA**, 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:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

JOHN TSETTA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Stephan Folkers, representing the applicant
George Lafferty, witness for the applicant
Jonas Noel, witness for the applicant
Gerry Cheezie, representing the respondent

Date of Decision: December 17, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by disturbing other tenants in the residential complex. The applicant sought an order terminating the tenancy agreement between the parties.

The residential complex is a senior citizens home with five units operated as subsidized public housing by the Yellowknives Dene First Nation.

A previous order (File #10-10122, filed on June 6, 2008) required the respondent to comply with his obligation to not disturb other tenants in the residential complex and to not create any disturbance in the future.

The applicant's witnesses are both residents of the complex. The witnesses testified that the respondent had continued to allow persons in his unit who made a lot of noise. The witnesses stated that there was usually loud music and dancing late at night and early in the morning and that these incidents occurred, on average, about twice a week. The witnesses stated that the RCMP have attended the respondent's premises on numerous occasions. The witnesses stated that there were usually three or four persons permitted in the apartment by the respondent. The witnesses stated that another resident of the building had intended to testify but was unable to attend the hearing due to another appointment.

The respondent's representative stated that he was related to the respondent and was concerned about his well-being if he should be evicted from the premises. He noted the respondent's health and mobility problems and stated that the respondent would most likely end up on the street if he was evicted which would seriously complicate his health problems. He stated that he felt the remedy of termination was not appropriate given the circumstances and outlined the lack of housing and services in Yellowknife that might better benefit the respondent.

The respondent must be well aware that other tenants in the residential complex are disturbed by his behaviour. Either he chooses to ignore their right to quiet enjoyment or he feels their complaints are unwarranted. In any case, the disturbances have continued since the issuance of the last order and, in my opinion, the landlord and the other residents of the building are entitled to some relief from the repeated incidents of disturbance. If the respondent is unwilling to correct his behaviour, I see no alternative to termination of the tenancy agreement.

I have considered Mr. Cheezie's remarks very seriously and I agree with him that termination of the tenancy agreement may have an adverse effect on the respondent's well being. The remedies contained in the *Residential Tenancies Act* are not intended to cause harm or inflict punishment; they are intended to be remedial. However I can not ignore the rights of the other tenants in the building and the continued incidents of disturbance despite the previous order. For those reasons I shall order the termination of the tenancy agreement but set a date which will allow the respondent, his family, the landlord and social agencies some time to try to arrange suitable accommodation and/or services so as to avoid a situation of homelessness. It may be the case

that during this period, the respondent can manage to correct his behaviour. If that occurs the landlord may wish to enter into another tenancy agreement, perhaps for a short term. Of course, they are not obligated to do so, but as a community social housing agency, one would expect they would want to provide housing to the respondent if he had ceased his disturbing behaviour.

I find the respondent in breach of his obligation to not disturb other tenants and in breach of the previous order. An order shall issue terminating the tenancy agreement between the parties on February 28, 2009.

Hal Logsdon
Rental Officer