

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **DANIEL ROGERS AND KATHLEEN MANGELANA**, Respondents;

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 **INUVIK, NT.**

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

DANIEL ROGERS AND KATHLEEN MANGELANA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb the landlord or other tenants and shall not create any disturbance in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of April, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **DANIEL ROGERS AND KATHLEEN MANGELANA**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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G.B.H. HOLDINGS LTD.

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-and-

DANIEL ROGERS AND KATHLEEN MANGELANA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 20, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lois Kathrens, representing the applicant
Daniel Rogers, respondent
Kathleen Mangelana, respondent

Date of Decision: April 20, 2009

REASONS FOR DECISION

The application names the landlord as "G.B.H. Holdings Ltd. (Lois Kathrens)". The legal name of the landlord is G.B.H. Holdings Ltd. The style of cause of the order shall be amended to reflect the legal name of the landlord.

The applicant alleged that the respondents had breached the tenancy agreement by permitting their eight year old daughter to play in the hallways which disturbed other tenants and permitting her to play near the pilings to the building which was contrary to a rule established by the landlord. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant's representative, who is the resident manager of the residential complex, testified that the respondents' daughter had disturbed her and other tenants by playing and running in the hallways of the apartment building. The applicant's representative also stated that the respondents had permitted their daughter to play in an area on the property, near the piling foundation of the building, which contained a lot of broken glass. She stated that she had spoken to the child and the respondents about these matters and that the rules established by the landlord prohibited children from playing in that area. The applicant's representative also stated that since the application had been served on the respondents, there had been no further incidents.

The respondents denied permitting their daughter to play in the hallways and objected to the

manner in which the applicant had spoken to their daughter. They described their daughter as well-behaved and obedient.

Although the applicant's representative stated that other tenants in the building had complained about the respondents' daughter running in the halls, there were no written complaints provided in evidence and her statements concerning the number and frequency of the verbal complaints received were vague. The applicant did, however provide two letters from tenants in the building attesting to how well the applicant treated their children but neither letter supported the applicant's allegations.

I must conclude from the evidence that the resident manager is more disturbed by the respondents' daughter than the other tenants in the building. Eight year-olds are normally more active than most adults and are more prone to running and high energy activity. While there probably were some instances where the resident manager was disturbed, I can not conclude that these were very serious. Children play in all sorts of places. In my opinion, if the landlord wishes to prohibit entry to a certain part of the property, either access should be physically restricted or the area should be specifically outlined in the rules or posted. It is not sufficient, in my opinion, to simply establish a rule that prohibits children from playing in any area on the property where they may endanger themselves.

I am satisfied that some minor disturbance has occurred but it is not sufficient to consider terminating the tenancy agreement. The applicant's request for an order terminating the tenancy

agreement is denied. An order shall issue requiring the respondent to comply with their obligation to not disturb the landlord or other tenants and to not create any disturbance in the future.

Hal Logsdon
Rental Officer