

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **KARA SKIFFINGTON AND AARON GREENLAND**, 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:

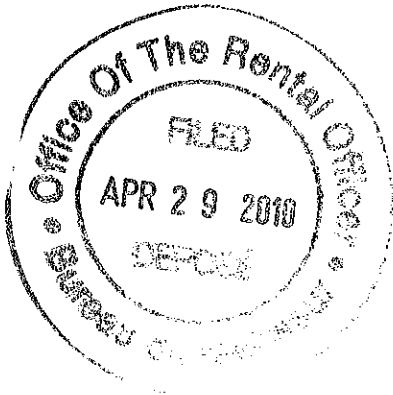
G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

KARA SKIFFINGTON AND AARON GREENLAND

Respondents/Tenants

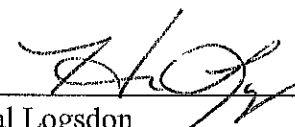


ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of nine hundred sixty one dollars and twelve cents (\$961.12).
2. Pursuant to sections 42(3)(f) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 17, 40 Tununuk Place, Inuvik, NT shall be terminated on May 10, 2010 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of April, 2010.



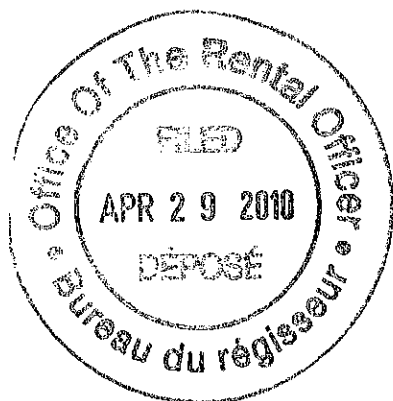
Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **KARA SKIFFINGTON AND AARON GREENLAND**, 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.

BETWEEN:



G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

KARA SKIFFINGTON AND AARON GREENLAND

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 23, 2010

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lois Kathrens, representing the applicant
Kara Skiffington, respondent
Aaron Greenland, respondent

Date of Decision: April 29, 2010

REASONS FOR DECISION

The applicant filed two applications regarding this tenancy agreement. The first was filed on March 10, 2010 and alleged that the respondents had repeatedly disturbed the landlord and other tenants in the residential complex. The second, filed on April 12, 2010 alleged that the respondents had damaged the entry door to the premises and the adjoining wall. The applicant sought compensation for repair costs to the door and wall and termination of the tenancy agreement. With the consent of both parties, both matters were heard at a common hearing.

The applicant outlined three alleged incidents of disturbance. The applicant testified that on February 17, 2010 the respondents were fighting in the apartment and Mr. Greenland left the building slamming doors. There was "booze splashed on the walls" according to a written report by the on-site security officer who also noted that Ms Skiffington slammed the door while the landlord was talking to her. The report states that the police were called and attended the premises. The security officer reported that "the officers told us don't bother with this apartment any more tonight". The incident allegedly occurred at 6:15 AM. Following the incident the applicant served a notice of early termination on the respondents seeking vacant possession on March 10, 2010. The security report and notice of early termination were provided in evidence.

The respondents did not deny the incident but stated that it was not as serious as the applicant alleged. Ms. Skiffington stated that the beer that was splashed in the hall was cleaned up by the landlord before she had an opportunity to attend to it. She also stated that the police did not

consider the incident to be serious and told the landlord not to call them again about this apartment. The applicant stated that the police only said that because it was a particularly busy night for them.

The applicant testified that the door to the respondents' apartment was kicked in on April 6, 2010 at 6:19 AM. The applicant testified that Ms Skiffington called her on the telephone and when she attended the premises, Ms. Skiffington became argumentative. Photographs of the damaged door and wall and two invoices for the repair of the damage were provided in evidence. The total cost of repairs was \$961.12. There was no evidence that the applicant had received any complaints of disturbance regarding the incident or was herself disturbed by any noise the incident caused.

Mr. Greenland acknowledged that he broke the door. The respondents disputed the cost of the repairs, stating that, in their opinion, they were unreasonably high. Ms Skiffington stated that following the incident she applied for and received an *Emergency Protection Order*. She also stated that she only wanted Mr. Greenland out of the apartment for that night and did not intend to extend the order.

The applicant testified that she received complaints from other tenants about a loud party in the respondents' apartment on April 17, 2010 at 2:12 AM. The applicant testified that she thought she heard Mr. Greenland's voice and noted that he was not permitted in the building due to the *Emergency Protection Order*. A note to file regarding the alleged incident was provided in evidence. There is no evidence that the applicant attended the premises.

The respondents disputed the incident stating that Ms Skiffington was with her grandmother at her cabin from lunch time on April 16 to 5 AM on April 17. Mr. Greenland acknowledged that he entered the building on April 17 only to assist Ms. Skiffington carry items to the apartment. Both respondents stated that no one was in the apartment while they were gone nor did they hear any disturbance on their return.

The evidence regarding the initial February 17, 2010 incident does not constitute repeated disturbance and did not warrant a notice of early termination. In my opinion, the evidence does not indicate that this was a very significant disturbance. It appears that the police felt it did not justify a call for their assistance.

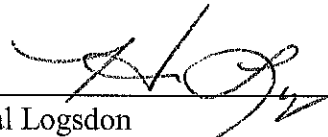
On the evidence, I can not conclude that there was any disturbance caused by the respondents on April 17, 2010. I find no reason to doubt the sworn testimony of the respondents and the applicant does not appear to have direct knowledge of the incident. Hearing, or thinking she heard, Mr. Greenland's voice, does not constitute a breach of the tenancy agreement or Act. While Mr. Greenland may have been in breach of the *Emergency Protection Order*, a matter on which I express no opinion, that matter is not within my jurisdiction as rental officer.

Had the applicant's request for termination relied solely on these two incidents, I would not consider the termination of this tenancy agreement. However, the breaking down of the door was a serious and damaging act. A landlord can not be expected to tolerate such wanton destruction of their property. Although there was no evidence that other tenants or the landlord was disturbed

by this event, it is hard to believe that others in the building failed to be disturbed to some degree by a door being kicked in at 6 AM. Ms Skiffington's willingness to void the *Emergency Protection Order* gives me little comfort that this type of behaviour will not occur in the future. In my opinion, there are sufficient grounds to terminate this tenancy agreement.

In the matter of repair costs, I do not agree that the costs incurred by the applicant to repair the damages are unreasonable. When the security of premises is compromised, the landlord does not have the luxury of obtaining competitive quotes or waiting for the availability of the least expensive contractor. Although the costs are perhaps not the lowest obtainable they are, under the circumstances reasonable.

An order shall issue requiring the respondents to pay the applicant repair costs of \$961.12 and terminating the tenancy agreement on May 10, 2010.



Hal Logsdon
Rental Officer