

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MIRANDA LAFFERTY AND CRAIG MACKEINZO**, Respondents;

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

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 -

**MIRANDA LAFFERTY AND CRAIG MACKEINZO**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand two hundred seventy nine dollars (\$2279.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5425 52nd Street, Yellowknife, NT shall be terminated on November 30, 2011 and the respondents shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of  
November, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MIRANDA LAFFERTY AND CRAIG MACKEINZO**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MIRANDA LAFFERTY AND CRAIG MACKEINZO**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 4, 2011

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Miranda Lafferty, respondent  
Craig Mackeinzo, respondent

**Date of Decision:** November 10, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided six written complaints of disturbances between January 24, 2011 to October 17, 2011. The applicant also provided two notices served on the respondents dated January 25, 2011 and May 24, 2011 outlining complaints that had been received and warning the respondents that continued disturbances could result in the termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3424 as at November 1, 2011 but the applicant sought rent arrears only to October 31, 2011 which appeared as \$2279 on the statement. The full unsubsidized rent of \$1145 was applied in October, 2011. The applicant stated that the respondents had not provided any income information for that month on which to calculate a subsidized rent.

The respondents disputed several incidents contained in the written complaints. The applicant had no direct knowledge of those incidents. However, the respondents acknowledged that many of the complaints were valid and were caused by themselves or persons they permitted in their premises. The disturbance complaints began in January, when the respondents moved in and

have continued throughout the tenancy. Despite the written warnings to the respondents, the disturbances do not seem to have abated. I find the respondents in breach of their obligation and find the number and frequency of disturbances adequate grounds to terminate the tenancy agreement.

I find the application of the full unsubsidized rent to be reasonable and find rent arrears of \$2279. The statement indicates that the respondents paid no rent whatsoever in August and September, 2011 and have not paid rent sufficient to meet their monthly assessment since May, 2011. The respondents have been in arrears since the commencement of the tenancy. In my opinion, there are adequate grounds to terminate the tenancy for non-payment of rent.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2279 and terminating the tenancy agreement on November 30, 2011. An eviction order to be effective on December 1, 2011 shall be issued separately.

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Hal Logsdon  
Rental Officer