

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ROBERTA SIMMONDS**, Respondent;

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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**ROBERTA SIMMONDS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of August,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ROBERTA SIMMONDS**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**ROBERTA SIMMONDS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 14, 2013

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

**Appearances at Hearing:** Jennifer Bruce, representing the applicant  
George Burt, witness for the applicant  
Roberta Simmonds, respondent  
Sally Card, representing the respondent

**Date of Decision:** August 21, 2013

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached two previous orders and sought an order terminating the tenancy agreement and an eviction order.

An order issued on December 3, 2012 (file #10-13148) found that the respondent had unreasonably disturbed the landlord and ordered that the respondent comply with her obligation and not create any disturbances in the future. The applicant stated that the respondent continued to create disturbances by making frivolous and vexatious requests for repairs, alleging that the landlord was tapping her phone and installing listening devices in and around her apartment and being rude to staff. The applicant's witness testified that he attended the respondent's apartment to repair a door. He stated that she would not let him enter the apartment or do the work so he left. He testified that the respondent was quite abusive to him, swearing at him and using vulgar language.

Another order issued on April 9, 2013 required the respondent to pay the applicant repair costs of \$441 on or before June 30, 2013. The applicant testified that one payment of \$250 was made on June 20, 2013 and the balance of \$191 was not made until July 31, 2013. A statement of account was entered in evidence indicating the two payments and the payment dates.

The respondent stated that Mr. Burt arrived at her apartment door without prior written notice and she refused him entry to do the work. The respondent had every right to refuse entry in this

case. The applicant acknowledged that there was no written notice of the entry in accordance with section 26 and 27 of the *Residential Tenancies Act*. There was no breach by the applicant as Mr. Burt did not enter the premises. Ms. Simmonds did not dispute the alleged verbal attack on Mr. Burt and there was no evidence that Mr. Burt did anything to provoke the respondent. The other allegations of disturbance were vague as to the date of the occurrences and other details. Some appear to be the same or similar incidents that were outlined by the applicant at the April, 2013 hearing. There was no evidence that any tenants in the residential complex have been disturbed by the respondent's behaviour.

The respondent stated that she was unable to pay the ordered repair costs because she had been hospitalized. She disputed a more recent repair charge of \$525 which appeared on the statement but that was not the matter before me and I offer no opinion on its validity at this time. I do note however, that during my review of applicant's evidence, it appears that two repair costs of \$52.50 which were previously denied still appear on the statement. As well, the applicant has charged late rent penalties on repair costs totalling \$175. Late rent penalties may only be charged on late rent, not repair costs. Consequently, I believe the statement overstates the correct balance by \$280.

I must find the respondent in breach of both of the previous orders but in my opinion, the breaches do not warrant termination of the tenancy agreement and eviction. The repair costs were paid late but have been paid in full. While the respondent's verbal behaviour toward Mr. Burt was uncalled for and undoubtedly annoying, it, in itself, does not justify termination and eviction. The

applicant has not, in my opinion, documented other incidents adequately to permit the respondent to speak to or rebut them.

The December 3, 2012 order stands. The request for an order terminating the tenancy agreement and evicting the respondent is denied. This application shall be dismissed.

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Hal Logsdon  
Rental Officer