

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DENISE JUDAS**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

DENISE JUDAS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand forty nine dollars (\$2049.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs on the amount of three thousand one hundred eighty five dollars and forty nine cents (\$3185.49).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 203, 5020 - 53rd Street, Yellowknife, NT shall be terminated on November 18, 2013 and the

respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of October,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DENISE JUDAS**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

DENISE JUDAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 17, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Denise Judas, respondent
Eva Dryneck, representing the respondent

Date of Decision: October 30, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex, failing to pay rent and failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and cost of repairs and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The respondent was transferred from 6258 Finlayson Drive to her current premises on May 17, 2013. The Finlayson premises were inspected and an inspection report completed. Although the inspection report was not signed by the respondent, the parties agreed that she was present at the inspection. The applicant provided an itemised list of repairs. Rather than apply the security deposit to offset the repair costs, the applicant elected to transfer the deposit to the current premises and invoiced the respondent for the repair costs.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$2049 and a balance of repair costs owing of \$3185.49. The full unsubsidized rent of \$1625 has been assessed in October, 2013. The applicant stated that the respondent had not provided any income information to enable the calculation of a subsidized rent for that month.

The applicant served a notice of early termination on the respondent on September 23, 2013 alleging repeated disturbance and impairment of safety of other tenants (sections 54(1)(a) and

54(1)(f) of the *Residential Tenancies Act*). The application was filed on September 24, 2013.

The applicant provided five written complaints from other tenants in the residential complex concerning disturbances. Most involved loud parties, arguments, fighting and frequent visits by police. There were also file notes outlining verbal complaints received by the landlord. The applicant sent a warning notice to the respondent on July 9, 2013 regarding the complaints and stating that future complaints would result in the termination of the tenancy agreement.

The respondent did not dispute the alleged disturbances. She stated she worked shifts out of town and left her 20 year-old daughter to occupy the premises. She stated that most of the disturbances and the damages were caused by her daughter while she was away working. The respondent stated that she had taken steps, with the assistance of the police, to get the keys to the premises from her daughter. She stated that in the future, her daughter would not be permitted to occupy the premises while she was not present. The respondent acknowledged the damages and stated that she intended to pay the repair costs. The respondent did not dispute the amount of rent owing or her failure to report income to determine the October, 2013 rent.

Both sections 42 and 43 of the *Residential Tenancies Act* are clear that a tenant is responsible for the repair of damage and for disturbances created by persons they permit to enter the premises.

42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

(2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

While it may have been the respondent's daughter who created much of the disturbance and the damage, the respondent is nevertheless responsible as she permitted her daughter to live there.

I find the respondent in breach of her obligations to not disturb other tenants, to pay rent and to repair damages to the premises. I find the rent arrears to be \$2049 and find the application of the full unsubsidized rent to be reasonable. I find the repair costs of \$3185.49 to be reasonable.

The frequency and severity of the disturbances are not trivial nor are the damages to the premises. The rent arrears are significant. In my opinion any one of these breaches are sufficient grounds to terminate the tenancy agreement. It would appear that the respondent has taken some steps to eliminate the disturbances and the damages, albeit not in a particularly timely manner. In my opinion, the applicant is entitled to the relief requested and may judge for themselves how the order should be enforced.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2049 and repair costs of \$3185.49. The tenancy agreement shall be terminated on November 18, 2013. An eviction order to be effective on November 19, 2013 shall be issued separately.

Hal Logsdon
Rental Officer