

IN THE MATTER between **Kathleen Mangelana**, Applicant, and **GBH Holdings Ltd.**,  
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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises located within the **town of Inuvik in the Northwest  
Territories.**

BETWEEN:

**KATHLEEN MANGELANA**

Applicant/Tenant

- and -

**GBH HOLDINGS LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 34(2)(a) and 43(3)(a), the landlord and tenant must comply with their respective obligations to not disturb each other's possession or enjoyment of the rental premises or residential complex.

DATED at the City of Yellowknife in the Northwest Territories this 22nd day of August  
2014.

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Adelle Guigon  
Deputy Rental Officer

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**REASONS FOR DECISION**

**Date of the Hearing:** August 20, 2014

**Place of the Hearing:** Yellowknife, Northwest Territories, by teleconference

**Appearances at Hearing:** Kathleen Mangelana, applicant  
Daniel Rogers, witness for the applicant  
Greg Murphy, representing the respondent

**Date of Decision:** August 20, 2014

### **REASONS FOR DECISION**

An application to a rental officer made by Kathleen Mangelana as the applicant/tenant against GBH Holdings Ltd. as the respondent/landlord was filed by the Rental Office June 9, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #38, 40 Tununuk Place, in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 24, 2014.

The applicant alleged the respondent had repeatedly disturbed the tenant's possession or enjoyment of the rental premises or residential complex. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for August 20, 2014. Ms. Kathleen Mangelana appeared as the applicant; Mr. Greg Murphy appeared representing the respondent. Mr. Daniel Rogers was also in attendance as the applicant's witness.

Ms. Mangelana's complaint against her landlord stemmed from what she felt were unwarranted and unnecessary complaints made against her by the landlord's on-site manager, Greg Murphy. These complaints included verbal and written notices of Ms. Mangelana's seven-year-old grandson attending the residential complex at very late hours in the night, banging on the outside walls to gain entry to the building, and knocking on interior doors and walls on the way to Ms. Mangelana's apartment. Additional notices of disturbances were received regarding Ms. Mangelana's 19-year-old daughter (who lives with her) creating a mess in the hallways and stealing tacks from a bulletin board. Other notices received every month were regarding late payment of rent, of which Ms. Mangelana complained were unnecessary because the rent was getting paid in full before the end of the month. She stated the number of notices and complaints made her feel like she was a bad person and that she was feeling harassed.

Ms. Mangelana also complained about the landlord increasing the cost of the coin-op laundry machines, of being required to clean her apartment and paint the cupboards upon moving in, and being told if she installed a wall mount for her television she would have to leave it there when she moved out.

Mr. Murphy countered that the complaints noted were not just from him but were also in response to complaints from other tenants in the residential complex. He argued that it was unacceptable for a seven-year old to be out at night after Midnight and that whenever someone buzzes in at night the buzzer wakes people in the six apartments situated around the main entrance. He further stated he received complaints from tenants in the middle of the night of banging on the outside wall; Ms. Mangelana confirmed this was her grandson's recent method of letting her know he was there to be let in and that he was afraid to use the buzzer because of Mr. Murphy's reprimands to him.

Mr. Murphy testified that he has the security camera monitors in his residence and he observed Ms. Mangelana's daughter remove tacks from the community bulletin board the evening of June 25, 2014, and felt compelled to immediately approach her regarding the theft; he asked her for the tacks and says she admitted to throwing them on the floor. He argued that he shouldn't have to chase after tenants during his off hours for petty theft and that this type of activity and Ms. Mangelana's grandson's repeated actions were disturbing his and other tenants' quiet enjoyment of the residential complex.

Mr. Murphy replied to the complaint regarding the installation of a wall mount, stating his instructions to her inquiry regarding such an installation were that she would be responsible at the end of the tenancy for either removing the wall mount and repairing the resulting holes in the wall or leaving the wall mount in place at no cost to the landlord. Ms. Mangelana disputed that this is what she was told.

#### *Tenancy agreement*

The parties agreed at hearing that a standard written tenancy agreement was entered into on August 18, 2010, to commence on September 1, 2010. Ms. Mangelana testified that she moved into the rental premises on September 2, 2010. I am satisfied a valid tenancy agreement between the parties is in place in accordance with the Act.

*Condition of the rental premises*

The Act specifies that an entry inspection report must be completed with both parties for the rental premises at the time of moving in. The basis of this report establishes the condition of the rental premises and a foundation from which to determine responsibility for damages occurring to the rental premises during the tenancy. The disputes regarding the cleanliness of the rental premises when Ms. Mangelana moved in, the requirement for the cupboards to be painted, and the consequences of installing the wall mount for a television are best served at the end of the tenancy, whenever that occurs. I will qualify that with the statement that a rental premises must be returned to the landlord's possession at the end of a tenancy in the same condition it was received, excepting normal wear and tear.

*Laundry services*

The parties agreed that the tenancy agreement does not include the provision of laundry facilities. Mr. Murphy confirmed that the coin-op laundry facilities in the residential complex are provided for tenants' use, but tenants are not required to use them. Ms. Mangelana confirmed she does not usually use the coin-op laundry facilities in the building. The coin-op laundry facilities are an optional service for which the users pay a separate cost directly into the machines. They are not part of the rent or a requirement of the tenancy agreement. I cannot dictate what fees the landlord can associate with the coin-op laundry facilities nor can I speak to any increase to the per load charges the landlord might impose.

*Notices of late rent payments*

The parties agreed that the tenancy agreement specifies the rent is due the first of the month. Ms. Mangelana confirmed that she has habitually paid the rent in installments every two weeks in conjunction with her spouse's paydays. She does not appreciate constantly receiving notices of late rent payments. Mr. Murphy indicated the landlord has not consented to permitting a biweekly pattern of payments and expects the rent to be paid by all their tenants on the first of the month. The landlord's policy is to send notices to any tenants advising them when their monthly rent is late and how much is due. It is not unreasonable for the landlord to notify tenants when their rent is late. I do not find the landlord's notices of late rent payments to be an undue disturbance of the tenant's enjoyment of the rental premises.

*Mutual disturbances*

Ms. Mangelana is entitled to have visitors to her rental premises whenever she wants; as the tenant she is responsible for her guests' and other occupants' conduct. While I appreciate Mr. Murphy's concerns regarding seven-year-olds being out and about after Midnight, it is not for him to dictate the hours anyone can attend the residential complex. Anyone attending to visit a tenant in the residential complex must buzz into the apartment they are visiting to be let in; the volume of the buzzer at the main entrance is not in the control of the visitor and whether it disturbs tenants in the surrounding apartments should not be held against the visitor. The volume of the buzzer is a matter the landlord should have addressed. I have heard Ms. Mangelana's explanation for her grandson resorting to banging on the side of the building to gain entrance at night is due to his encounters with Mr. Murphy and being told not to buzz in late at night anymore. The banging on the wall is an unreasonable disturbance and, with speaking to the matter of the volume of the buzzer and confirming that tenants can have visitors at any time of day, Ms. Mangelana should instruct her grandson to start buzzing through the main door again. I do not find the late-night buzzing in of visitors by Ms. Mangelana to be a disturbance of the landlord's or other tenants' enjoyment of the residential complex for which Ms. Mangelana is responsible. I do find Ms. Mangelana's grandson's banging on the side of the building to gain entry to be a disturbance of the landlord's or other tenants' enjoyment of the residential complex for which she is responsible.

With respect to the incident with the stolen tacks, while Mr. Murphy observed the petty theft via security camera monitors located in his residence, he was under no obligation to immediately respond to it during his personal time. No one's enjoyment of the residential complex was disturbed by the act of taking the tacks. Mr. Murphy had no basis to immediately pursue Ms. Mangelana's daughter regarding the petty theft. I do not find that Mr. Murphy's enjoyment of the residential complex was disturbed by Ms. Mangelana's daughter.

It appears from testimonies that there have been verbal altercations between the parties, largely in response to notices and perceived disturbances. It was suggested that future communication between the parties might best be conducted in writing to avoid personal aggravations. Although some of the alleged disturbances for which notices were given by the landlord may not have been warranted, notifying the tenant in writing of legitimate complaints is reasonable. I find both parties have breached their respective obligations not to disturb each others possession and enjoyment of the rental premises or residential complex and an order will issue requiring both parties to comply with their obligation.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Written statement by applicant
- Exhibit 2: Email conversation between Kathleen Mangelana and Sally Lynn dated April 9, 2014
- Exhibit 3: Hourly climate data report for April 8, 2014
- Exhibit 4: Question from applicant regarding increased laundry costs
- Exhibit 5: Notice to all tenants regarding increased laundry costs
- Exhibit 6: List of questions from applicant
- Exhibit 7: Facebook chat on Rant and Rave page from May 21-22, 2014
- Exhibit 8: Violation of building rules warning dated June 26, 2014
- Exhibit 9: Violation of building rules warning dated June 26, 2014
- Exhibit 10: E-mail from Greg Murphy to "murphy1" dated June 24, 2014
- Exhibit 11: E-mail from Greg Murphy to "murphy1" dated June 24, 2014