

IN THE MATTER between **Northern Property Limited Partnership**, Applicant, and  
**Alice Wedzin**, 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 **city of Yellowknife in the Northwest  
Territories**.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**ALICE WEDZIN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondent must comply with her obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 13th day of May  
2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Northern Property Limited Partnership**, Applicant, and  
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BETWEEN:

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Applicant/Landlord

-and-

**ALICE WEDZIN**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 6, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Metslal Mesgun, representing the applicant Alice Wedzin, respondent Arlene Hache, representing the respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 12, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Northern Property Limited Partnership as the applicant/landlord against Alice Wedzin as the respondent/tenant was filed by the Rental Office March 3, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #314, 5603 - 51A Avenue, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 5, 2015.

The applicant alleged the respondent has repeatedly disturbed the landlord's and other tenants' possession or enjoyment of the residential complex, and she has been repeatedly late paying the full amount of her rent on time. An order was sought requiring the respondent to comply with her obligation not to disturb others' possession or enjoyment of the residential complex and termination of the tenancy agreement. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 6, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Ms. Alice Wedzin appeared as respondent with Ms. Arlene Hache as her representative.

The applicant submitted evidence in support of their allegation that Ms. Wedzin was responsible for disturbances to other tenants and neighbourhood residents. The evidence in this respect consisted of nine written complaints and notices dated between March 22, 2011, and February 24, 2015, and one 10-day notice of early termination dated June 18, 2013. The termination notice was not enforced. Ms. Mesgun testified that the tenant has been spoken to several times in the office regarding the disturbances at which time the respondent has agreed not to cause further disturbances, however, they have continued. Law enforcement have attended the residential complex and the neighbours are unhappy.

Ms. Hache spoke for Ms. Wedzin, accepting responsibility for the disturbances up until July 2014. Since then Ms. Wedzin has not thrown her keys down to visitors to enter the building and she has not permitted any of the individuals causing disturbances to enter the building. Ms. Wedzin cannot control the behaviour of people trying to come by her place and does not want those people in her life. Ms. Wedzin is seeking assistance to make application for restraining orders against the undesirable persons who insist on attempting to approach her. Ms. Wedzin regrets the disturbances caused to the neighbourhood residents.

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Ms. Hache objected to the acceptance of the written submissions of a neighbourhood resident on the grounds that they could not be cross-examined at hearing. She further argued that the complaints the neighbour made are generalized and cannot reasonably be assigned to Ms. Wedzin. I accepted the written submission of the neighbour, allowing for limited weight to be given to the information provided in acknowledgement of the inability to cross-examine the writer.

An allegation was made in the application to a rental officer regarding repeatedly late payment of rent which was not addressed at hearing. I will address that below based on the evidence provided in the application.

#### *Tenancy agreement*

The lease agreement entered into evidence by the landlord establishes a residential tenancy agreement between the parties for the rental premises known as #314, 5603 - 51A Avenue, Sunridge Place, in Yellowknife, Northwest Territories. The tenancy began August 1, 2010. There was no dispute between the parties as to the validity of the tenancy agreement. I am satisfied the tenancy agreement is made in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The resident ledger entered into evidence as part of the application to a rental officer represents the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. I am satisfied it is an accurate representation of the respondent's rent account. As of March 2, 2015, the respondent had a zero balance on her account. The resident ledger did reflect random periods throughout the tenancy during which the rent was late being paid, however, by and large the rent has been paid on time if not in advance. I find the respondent has been repeatedly late paying the full amount of rent when it is due, but I do not find justification for termination of the tenancy agreement.

#### *Disturbances*

Of the nine written complaints and notices submitted into evidence by the applicant, three were made by other tenants in the residential complex, two were documented by Twilite Security Ltd. in special occurrence reports, two were notifications from the landlord referencing receipt of complaints, and two were made by one of the neighbourhood residents.

The complaint of the neighbour from July 2014 referred to witnessing the respondent throw keys down to a visitor to let themselves in to the building; the neighbours complaint also referred to several occurrences of visitors blasting their car horn and screaming to be let into the building, and of visitors being intoxicated and behaving in rude and unruly ways. All instances of disturbances are attributed to “the apartment...located on the 3<sup>rd</sup> floor, right side.” The respondent accepted responsibility for the disturbances and the keys up to this point in time.

In February 2015 the same neighbour filed another written complaint detailing a brief reprieve from the disturbances after their complaint of July 2014, followed by a gradual increase to the disruptions. The complaints mentioned many visitors at all hours seeking entrance to the building, getting louder the longer entry is denied, throwing pebbles at the third floor apartment windows and beeping car horns to get attention. The neighbour complained of feeling unsafe in her own neighbourhood specifically because of the undesirable persons attending the apartment complex. The respondent did not dispute that people have been attending the building and attempting to gain entry, but she did dispute that she has been permitting these persons into the building. Ms. Hache suggested the neighbour’s letter corroborates the respondent’s refusal to permit entry to the disruptive elements.

There have been no further reports of disturbances from the actual tenants in the residential complex attributed to the respondent since July 2013.

While I certainly appreciate the neighbourhood residents’ feelings of discomfort and lack of safety as a direct result of the behaviour of persons attending the residential complex, there is no reliable evidence that the respondent permitted the persons causing disturbances to be on or in the property nor is there evidence that the respondent herself caused the disturbances since July 2014.

Section 43(1) of the Act specifies a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex and Section 43(2) states that 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. Most of the complaints prior to July 2014 are reported by other tenants or security personnel who had directly observed the source of the disturbances as coming from the respondent’s premises or persons

who she permitted in the complex or her premises. The respondent does not deny those occurrences and has testified to taking what steps she could to keep from committing further infractions: she has not passed her keys down to visitors to let them in, she has not permitted entry to disruptive persons, and she is seeking assistance to obtain restraining orders against those persons who unrelentingly seek her out.

As I have no evidence before me to substantiate disturbances caused by the respondent since July 2014 and I have no evidence before me to substantiate that the respondent permitted the disruptive persons to enter the residential complex or her rental premises, I am not satisfied that the respondent is responsible for the claimed disturbances and termination of the tenancy agreement is not justified. The respondent cannot be held accountable for someone else's actions from outside the residential complex. Complaints of public disturbances are more appropriately reported to municipal enforcement officers or the RCMP.

The respondent did mention at hearing that she has been keeping a record of disturbances occurring from within the residential complex that she has not reported to the applicant. The residential complex in question is known to be the source of repeated neighbourhood disturbances, but if the disturbances from within the building are not reported to the landlord by tenants of the building there is not much the landlord can do. The respondent was encouraged by both myself and the applicant to file reports of disturbances with the landlord.

An order will issue requiring Ms. Alice Wedzin to pay her rent on time in the future and to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the residential complex.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated March 2, 2015

Exhibit 2: Lease dated July 30, 2010

Exhibit 3: Noise complaints correspondences dated: March 22, 2011; May 31, 2011; October 17, 2011; December 10, 2012; June 19, 2013; July 20, 2013; July 14, 2014; August 8, 2014; February 24, 2015

Exhibit 4: Applicant's 10 day notice of early termination to respondent dated June 18, 2013