

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **JAYLENE DELORME**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

JAYLENE DELORME

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand four hundred twelve dollars and fifty nine cents (\$1412.59).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of July, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **JAYLENE DELORME**, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

JAYLENE DELORME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 18, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Adam Swanson, representing the applicant
Jaylene Delorme, respondent

Date of Decision: June 18, 2015

REASONS FOR DECISION

The applicant personally served a notice of termination on the respondent pursuant to section 51(5) dated April 29, 2015 to be effective on May 30, 2015. The notice was served for failure to repair damages to the rental premises and repeated disturbance of other tenants in the residential complex. The tenancy agreement between the parties was monthly and was preceded by a term agreement. The premises are subsidized public housing. The applicant sought an eviction order and an order to pay repair costs.

The applicant provided a statement of account in evidence indicating a balance owing of \$1692.59. The applicant stated that they are not seeking the latest charge of \$80 which was posted on June 1, 2015. The applicant also stated that they had received a recent payment of \$200 which did not appear on the statement, bringing the balance owing to \$1412.59.

Balance as per statement	\$1692.59
Delete charge	(80.00)
Less pmt	<u>(200.00)</u>
Total	\$1412.59

The applicant also provided detail in the form of work orders and invoices for the individual repair costs and stated that the repairs were all made necessary due to the negligence of the respondent.

The applicant provided numerous file notes outlining incidents of disturbance between October, 2013 and April 2015. Following most of the complaints, the respondent was sent a written warning. Most of the complaints are regarding loud parties and music and noisy guests.

The respondent stated that she felt some of the complaints were trivial as one of her neighbours was always complaining about noise from her apartment. The applicant agreed that a particular neighbour had made numerous complaints but those which were deemed to be trivial had not been included in the documentation submitted with the application. The respondent did not dispute that she and/or her guests had caused frequent disturbances.

The respondent did not dispute the repair costs and stated that she would pay them in monthly payments of \$100.

Section 51(5) permits a subsidized public housing landlord to terminate a periodic tenancy agreement by written notice. Section 55(3) sets out the required components of such a notice. In order to issue an eviction order I must be satisfied that the tenancy agreement was terminated in accordance with the act and that the eviction is justified. I find that the notice conforms with the requirements of the Act and find, therefore that the tenancy agreement was lawfully terminated on May 30, 2015. In my opinion, eviction is justified. The disturbances have been repeated and the damage to the premises significant. I find the repair costs to be reasonable.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$1412.59. An eviction order to be effective on July 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer