

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and  
**Gordon Murray**, 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**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**GORDON MURRAY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 54(1)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate August 31, 2016, and the respondent must vacate the rental premises on or before that date, unless no further threats of harm are uttered by the respondent against the landlord or any of the landlord's authorized representatives.

2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the landlord and tenant must restrict their communications with each other to a written form to be served on each other either by a neutral third party, by registered mail, or by email, until August 31, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 14th day of June 2016.

---

Adelle Guigon  
Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and  
**Gordon Murray**, 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,

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

-and-

**GORDON MURRAY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2016

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Cameron O'Keefe, representing the applicant  
Gordon Murray, respondent  
Tanya Ashley, advocate for the respondent

**Date of Decision:** June 13, 2016

**REASONS FOR DECISION**

An application to a rental officer made by Yellowknife Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Gordon Murray as the respondent/tenant was filed by the Rental Office May 20, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 24, 2016.

The applicant alleged the respondent had uttered a threat to cause death to the landlord's staff, compromising the safety of the landlord and the landlord's authorized representatives, and sought an order to terminate the tenancy agreement and evict the tenant.

An expedited hearing scheduled for May 27, 2016, was adjourned to June 10, 2016, at the respondent's request to facilitate his efforts to obtain advocacy support. On June 10, 2016, Ms. Ella Newhook and Mr. Cameron O'Keefe appeared representing the applicant. Mr. Gordon Murray appeared as respondent with Ms. Tanya Ashley appearing as advocate for Mr. Murray.

*Tenancy agreement*

The parties agreed that a tenancy agreement for subsidized public housing was in place between them commencing December 16, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

### *Uttering threats*

The parties agreed that the respondent had attended the applicant's office the morning of May 20, 2016, to complain of a cockroach infestation at the residential complex and the repeated unsuccessful efforts of the building owners to eradicate the problem, and issues regarding accessing the rental premises. Ms. Janet Stephenson, the tenant relations officer for the landlord, and Mr. O'Keefe, a manager for the landlord, participated in the conversation with Mr. Murray. The respondent spoke of his efforts to eradicate the infestation in his apartment himself, including planting poison around the door frame to kill the bugs. Ms. Stephenson and Mr. O'Keefe then heard Mr. Murray go on to say that if anyone enters his premises he would kill them. Ms. Stephenson and Mr. O'Keefe became alarmed at the statement, and Mr. O'Keefe followed protocol by ending the conversation and asking Mr. Murray to leave, which he did.

The respondent denies making any threats of harm against humans. Although he admits to not remembering exactly what he said, he reiterated that he was talking about killing the bugs that enter his premises, not people. The respondent was adamant that he is not a violent man. He provided into evidence five written character references which identify the respondent as a hard working, honest, non-violent member of the community who has a positive and charitable attitude. The respondent agrees with his references' descriptions of him, acknowledging that his behaviour and mannerisms can be loud and abrasive, and that he occasionally forgets to think before offering his opinions. His references concur that he is not known to be "deliberately provocative or offensive," as one reference put it, but that his behaviour can be misunderstood. He admits to experiencing heightened levels of stress on account of the reactions taken by the landlord in response to what he perceives as a misunderstanding of what he said, and he is concerned that his tenancy may be terminated.

Ms. Newhook provided into evidence Ms. Stephenson's written account of what occurred the morning of May 20<sup>th</sup>. Mr. O'Keefe's testimony corroborated with and elaborated on Ms. Stephenson's account. Mr. O'Keefe is an employee of the landlord who has had many years' experience working with tenants and diffusing difficult situations. He is not prone to panicking or overreacting. The Yellowknife Housing Authority and the Northwest Territories Housing Corporation have specific protocols employees are required to follow in certain situations, including those where a threat to personal safety is perceived.

Two employees heard the same words uttered by Mr. Murray in a tone of voice that emphasized the necessity to take the words seriously. Mr. O'Keefe reacted appropriately and in accordance with protocols under the circumstances. Ms. Stephenson has taken the words so seriously that it has caused her mental anguish. Protocols required not only securing Mr. O'Keefe and Ms. Stephenson from harm, but also informing other staff, the building owners, the corporation, the Rental Office, and the RCMP. Additional efforts by Mr. Murray to talk to the landlord about the issue prior to the hearings before a rental officer were turned away, and Mr. Murray was asked to have no contact with the landlord until the application was heard.

I am satisfied Mr. O'Keefe is reliable and credible. I believe he heard the respondent threaten to kill anyone who crossed his threshold. I find Mr. O'Keefe's reactions to the threat appropriate, as was the landlord's application to a rental officer.

I am satisfied the respondent's character references are credible due in large part to their unanimous descriptions of the respondent. I believe the respondent does not remember exactly what he said the morning of May 20<sup>th</sup>. I believe the respondent was talking about killing bugs, but on a balance of probabilities I also believe he unintentionally phrased his statement so that it sounded like he would kill any person crossing his threshold.

The consequences of this mis-statement are severe. The landlord is obligated to take seriously any threat of harm expressed against them or their tenants.

Section 54(1)(f) of the Act permits a landlord to give a tenant at least 10 days' written notice when the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant. I am satisfied the safety of the landlord was seriously impaired by the respondent's statement, no matter how unintentional the statement was. Termination of the tenancy for this reason is justified.

However, taking into consideration that the statement was likely unintentional and at any rate was out of character for the respondent, and that there is no historical pattern of behaviour established suggesting a likelihood of violent behaviour by the respondent, I am satisfied a termination order should be conditional on whether or not further threats of harm are expressed by the respondent.

Additionally, in an attempt to allow the landlord's employees and the respondent to have a 'cooling off' period, I believe the parties should avoid direct contact or communication for a period of time.

*Orders*

An order will issue terminating the respondent's tenancy agreement on August 31, 2016, unless no further threats of harm are uttered by the respondent against the landlord or any of the landlord's authorized representatives. An order will also issue restricting communication between the parties to a written form to be served either by a neutral third party, by registered mail, or by email until August 31, 2016. To be clear, the respondent is not to personally attend the landlord's office until after August 31, 2016. He can pay his monthly rent or otherwise give notices to the landlord by either arranging for a third party to deliver it for him, mailing it by registered mail, or electronically transferring the funds.

---

Adelle Guigon  
Rental Officer