

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION**, Applicant,
and **MONICA GODARD**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION

Applicant/Landlord

- and -

MONICA GODARD

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 hundred fifty two dollars (\$252.00).
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act* the respondent shall comply with her obligation to not disturb other tenants and shall not create disturbances in the future.
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit #13, Ndilo, NT shall

be terminated on May 31, 2002 and the respondent shall vacate the rental premises on that date, unless the rental arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIVES DENE FIRST NATION

Applicant/Landlord

-and-

MONICA GODARD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 15, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gerry Cheezie, representing the applicant
Monica Godard, respondent

Date of Decision: May 15, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants. The applicant sought an order requiring the respondent to pay alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$252. The ledger indicated that no rent had been paid by the respondent since December 2001. The respondent did not dispute the allegations pertaining to rent.

The applicant also provided three notices provided to the respondent regarding disturbance. None of the notices referred to specific incidents. The respondent testified that the notice dated January 18, 2002 related to an incident where persons came to the rental premises but were not permitted entry. The respondent testified that she notified the police of the disturbance. The respondent also testified that the notice dated February 18, 2002 related to an incident when she was playing music before 11:00 PM.

Tenants are obligated to not disturb other tenants' quiet enjoyment of the premises. Tenants are responsible for any disturbance created by others who are permitted by the tenant to enter the premises or the residential complex. I accept the testimony of the respondent that the January incident was not caused by persons that she permitted in her apartment or the building. However, the remaining disturbances appear to be the responsibility of the respondent. Notwithstanding

that the loud music occurred before 11:00 PM. it still constitutes a disturbance. In my opinion, however, the disturbances are not severe enough to justify the termination of the tenancy agreement.

Although the amount of rent arrears is not large, the record of rent payment is unacceptable. Despite the rent being assessed at \$32/month or less for the past four months, the respondent has paid nothing. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid promptly.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by disturbing other tenants. I find the rent arrears to be \$252. An order shall be issued requiring the respondent to pay the applicant the rent arrears and to not disturb other tenants in the future. The tenancy agreement shall be terminated on May 31, 2002 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer