

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHIRLEY COOK AND NOELLA BASE**, Respondents;

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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

SHIRLEY COOK AND NOELLA BASE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand eight hundred ninety dollars (\$1890.00).
2. Pursuant to section 31(2)(d) of the *Residential Tenancies Act*, the respondents shall compensate the applicant for the costs of repair of tenant damages to the rental premises in the amount of one hundred sixty nine dollars and ninety five cents (\$169.95).
3. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as Apartment #108, 42 Con Road, Yellowknife, NT shall be terminated on May 31, 2002 and the respondents shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHIRLEY COOK AND NOELLA BASE**, Respondents.

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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

SHIRLEY COOK AND NOELLA BASE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 14, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rashda Mirza, representing the applicant

Date of Decision: May 14, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on May 5, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair tenant damages and disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay alleged rent arrears and costs related to the repair of the alleged tenant damages and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at April 1, 2002 in the amount of \$945. The applicant testified that since that date, the May rent of \$945 had become due and no payments had been received, bringing the balance owing to \$1890.

The applicant also testified that the respondent had broken two windows. The applicant provided a copy of a work order for repair of the windows which indicated repair costs of \$169.95.

Information received from All-West glass confirmed that the windows were brought in by the respondent but picked up and paid for by the applicant.

The applicant also testified that the respondents had repeatedly disturbed other tenants in the residential complex and submitted five notices regarding alleged disturbance by the respondents or their guests. The alleged incidents occurred between June, 2001 and April, 2002.

A previous order was issued requiring the respondent Shirley Cook to pay rent arrears in installments. The value of the order was satisfied however, payments were not always timely.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord, by failing to repair damages which were the result of their negligence and by repeatedly disturbing other tenants' quiet enjoyment of the rental premises. I find the rent arrears to be \$1890 and the costs related to the repair of the windows to be \$169.95. In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall be issued for the respondents to pay the applicant rent arrears and costs related to tenant damages in the amount of \$2059.95 and terminating the tenancy agreement between the parties on May 31, 2002.

Hal Logsdon
Rental Officer