

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORRAINE BEZHA AND DOLPHUS FERDINAND**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LORRAINE BEZHA AND DOLPHUS FERDINAND

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 ninety six dollars and ninety cents (\$96.90).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 5123-53 Street, Yellowknife, NT shall be terminated on December 31, 2002 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
December, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LORRAINE BEZHA AND DOLPHUS FERDINAND

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Lorraine Bezha, respondent

Date of Decision: December 10, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit and repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the 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 \$696.90. The respondent indicated that she had made a payment of \$600 immediately prior to the hearing. Although she did not produce a receipt, the applicant acknowledged payment. The parties agreed that the balance of rent owing was \$96.90.

The applicant provided three memos from the property manager outlining incidents of disturbance in October and November, 2002. On one occasion, the memo indicates that the police were called to intervene. On another occasion fighting and damages were reported. The applicant testified that she had spoken to the respondent on several occasions about the disturbances and warned her to not disturb in the future. The respondent testified that she was not at home during one incident in October and that her brother was taking care of the premises.

The written tenancy agreement between the parties commenced in June, 2000 and required a security deposit of \$1025. The ledger of security deposit payments indicates that only one payment was made in the amount of \$742.

I find the respondents have breached the tenancy agreement by failing to pay the lawful rent to the landlord, failing to pay the full amount of the required security deposit and by repeatedly disturbing other tenants in the residential complex. I find the rent arrears to be \$96.90. The disturbances appear to have started only recently but have been persistent and appear to be violent. Despite warnings, they have not abated. In my opinion, they are serious enough to warrant termination of the tenancy agreement.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$96.90 and terminating the tenancy agreement on December 31, 2002.

Hal Logsdon
Rental Officer