

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JOSHUA WATSON AND PAMELA WATSON**, 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 -

JOSHUA WATSON AND PAMELA WATSON

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 four hundred forty five dollars (\$1445.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act* and with the consent of the parties, the tenancy agreement for the rental premises known as Apartment 210, 5600-52 Avenue, Yellowknife, NT shall be terminated on January 31, 2003 and the respondents shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of January, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JOSHUA WATSON AND PAMELA WATSON**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JOSHUA WATSON AND PAMELA WATSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Joshua Watson, respondent

Date of Decision: January 14, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by disturbing other tenants' quiet enjoyment of the rental premises and residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1445. The respondent did not dispute the allegations pertaining to rent but indicated that he was seeking income support assistance.

The applicant also provided copies of two notices which were served on the respondent outlining alleged incidents of disturbance on November 1, 2002 and December 19, 2002. On both occasions, the police were called. The respondent indicated that on one occasion, the disturbance was caused by a friend who was staying at the premises temporarily. He indicated that she was no longer staying at the premises. He indicated that he planned to vacate the premises anyhow and would consent to an order being issued terminating the tenancy agreement on January 31, 2003.

I find that the respondents breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants. I find the rent arrears to be \$1445. I note that disturbances created by persons permitted on the premises are deemed to be disturbances of the tenant. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1445 and terminating the tenancy agreement on January 31, 2003. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer