

IN THE MATTER between **CANDICE BELL**, Applicant, and **MARTIN CRUX**,
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:

CANDICE BELL

Applicant/Landlord

- and -

MARTIN CRUX

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 57(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 438 Norseman Drive, Yellowknife, NT shall be terminated on May 13, 2003 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **CANDICE BELL**, Applicant, and **MARTIN CRUX**,
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.

BETWEEN:

CANDICE BELL

Applicant/Landlord

-and-

MARTIN CRUX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 6, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Candice Bell, applicant
Katherine Villeneuve, witness for the applicant

Date of Decision: May 6, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 4, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The respondent is the brother of the applicant and rents a room from her. The respondent, another tenant and the landlord share bathroom and kitchen facilities. The applicant testified that the respondent suffers from schizophrenia and was discharged from hospital on December 27, 2002. The applicant agreed to rent him a room for a short period of time and charged him \$750/month which was paid on his behalf by the Income Support Program. The applicant testified that the respondent had ceased to take his prescribed medication and had become delusional and very difficult to live with. She alleged that he had repeatedly disturbed her and other tenants by calling the police with frivolous complaints. She provided written accounts of numerous other alleged incidents.

The witness for the applicant was the other tenant. She testified that the respondent had repeatedly harassed and threatened her. She stated that he had broken into her room on occasion and had changed the locks to the complex in a effort to "evict" her. She also stated that the respondent had disposed of all the meat in the refrigerator and freezer belonging to her and the landlord because he was a vegetarian.

Prior to the hearing, the rental officer spoke to Corporal Joa of the RCMP who stated that the police had been called on numerous occasions to respond to complaints by the respondent that the applicant had assaulted him or stolen his property. She indicated that in one week 3-4 complaints were received. She stated that all of the complaints were unfounded and clearly the result of delusions.

The applicant stated that she had tried to convince the respondent to find other accommodation but that he had refused to speak to her, believing that she was a drug dealer. She stated that she did not believe he could be convinced to move or seek treatment. In her opinion, any order to terminate the tenancy agreement would be ignored by the respondent and eviction would be necessary.

Section 57(c) of the *Residential Tenancies Act* permits a rental officer to issue an order terminating a tenancy agreement where a landlord and tenant share bathroom or kitchen facilities and "have had personal differences which make the continuation of the tenancy unfair to either of them." While this section may well apply to the facts of this matter, so does Section 43 which prohibits a tenant from disturbing the landlord's or other tenants' "possession or enjoyment of the rental premises or residential complex." In my opinion, there are adequate grounds to terminate this tenancy pursuant to either section of the Act.

When terminating a tenancy agreement it is my practice to consider a date which will permit a respondent some time to arrange other accommodation. In this case however, I am reasonably

certain that the respondent will ignore my order and force the applicant to obtain a writ of eviction. Therefore I feel that an appropriate date to terminate the tenancy is May 13, 2003.

An order shall be issued terminating the tenancy agreement between the parties on May 13, 2003.

The respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer