

IN THE MATTER between **FENJA SKIBSTAD**, Applicant, and **JAMES HUTCHINSON**, 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:

FENJA SKIBSTAD

Applicant/Landlord

- and -

JAMES HUTCHINSON

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 three thousand five hundred one dollars (\$3501.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of two hundred thirteen dollars and forty one cents (\$213.41).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5122-51 Street (Front Door), Yellowknife,

NT shall be terminated on December 19, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FENJA SKIBSTAD**, Applicant, and **JAMES HUTCHINSON**, Respondent.

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:

FENJA SKIBSTAD

Applicant/Landlord

-and-

JAMES HUTCHINSON

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 9, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Fenja Skibstad, applicant Alan Skibstad, representing the applicant
<u>Date of Decision:</u>	December 9, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 30, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, by failing to repair a broken window and by disturbing the other tenant in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs of repairing the broken window and termination of the tenancy agreement.

The applicant indicated that the tenancy agreement between the parties required the tenant to pay a portion of the total expenses for electricity and water to the landlord in addition to rent of \$700. The residential complex contains two premises. The applicant provided a statement indicating that no rent or utilities had been paid since August resulting in a balance of rent, including utility charges, in the amount of \$3501.

The applicant also testified that the respondent had broken a window in the premises which she had repaired at a cost of \$213.41. The applicant provided a copy of the invoice in evidence.

The applicant also testified that she had received complaints from the other tenant in the complex complaining of numerous loud parties. The applicant provided a letter from the other tenant outlining the disturbances.

The evidence indicates that the respondent has little or no intention to pay the lawful rent to the landlord and has disturbed the other tenant's quiet enjoyment of the premises. The evidence also supports the allegations of tenant damages to the rental premises. I find the rent arrears to be \$3701 and the costs of repair to be \$213.41. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall issue requiring the respondent to pay rent arrears and costs of repair in the total amount of \$3714.41 and terminating the tenancy agreement on December 19, 2003. The respondent shall vacate the premises on or before that date.

Hal Logsdon
Rental Officer