

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **EDGAR JEROME**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

EDGAR JEROME

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 one thousand four hundred seventy three dollars (\$1473.00).
2. 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, 48 Con Road, Yellowknife, NT shall be terminated on April 30, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of April, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **EDGAR JEROME**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

EDGAR JEROME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Edgar Jerome, respondent

Date of Decision: April 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by disturbing other tenants' quiet enjoyment of the rental premises.

The applicant sought an order requiring the respondent 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 \$1473. The applicant also provided warning notices and incident reports outlining a number of disturbances from March 21, 2004 to April 2, 2004. The applicant also provided two letters for other tenants complaining generally about persistent disturbance originating from the respondent's apartment. On a number of occasions the reports state that the police were called. The reports indicated frequent fighting and noise.

The respondent stated that one of the reported incidents involved himself and a person he had permitted into his apartment but later ejected. He stated that the man started a fight with him in the hallway which continued outside. The respondent stated that another reported incident occurred when he was looking for his girlfriend in other apartments. The respondent indicated that a security staff member had indicated to him that she was in another apartment. The other tenants apparently objected to his search for the missing girlfriend which occurred at 2:15 AM.

The respondent alleged that the applicant had changed the locks to the premises without his

permission. The applicant testified that the door jamb and frame to the apartment were damaged on March 21, 2004 after a fight between the respondent and another person. The police were called and the respondent was arrested. The applicant had the door and deadlock repaired to secure the premises from unauthorized entry. The applicant stated that the new set of keys was made available to the respondent on his release from custody. In my opinion, this does not represent a breach of the prohibition to change locks without permission of the tenant. The action of the landlord was justified in order to protect the landlord's and the tenant's property and I find no evidence of interference with the tenants's possession.

The respondent did not dispute the allegations pertaining to rent and stated that due to an injury sustained in a fight he had been unable to work.

Section 43 of the *Residential Tenancies Act* outlines a tenant's obligation to not disturb other tenants.

- 43.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.**
- (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant shall be deemed to be a disturbance caused by the tenant.**

I find the respondent in breach of his obligation to pay rent and to not disturb other tenants. This tenancy agreement commenced on March 1, 2004. The disturbances have been ongoing and despite numerous written warnings do not appear to have abated. Now, it appears that the respondent's appetite for fighting is also interfering with his ability to pay rent. In my opinion, the

respondent has had ample opportunity to alter this behaviour but has not done so. I see no effective remedy left except to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1473 and terminating the tenancy agreement on April 30, 2004. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer