

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **GORDON NORMAN AND LUCY BLACK**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

GORDON NORMAN AND LUCY BLACK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the respondent rent arrears in the amount of two hundred fifty dollars (\$250.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 6, 5201 51st Street, Yellowknife, NT shall be terminated on July 9, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of June,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **GORDON NORMAN AND LUCY BLACK**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

GORDON NORMAN AND LUCY BLACK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 29, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: June 29, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on June 14, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by 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 between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$250.

The applicant provided copies of complaints from other tenants in the complex and reports outlining incidents of disturbance between April 21, 2004 and June 21, 2004. The applicant testified that they had spoken to the respondents on numerous occasions and provided written notice outlining concerns about the disturbances. The applicant testified that despite the warnings the incidents had not abated. On April 22, 2004 the fire department was summoned to the apartment and found a moderate amount of smoke in the apartment caused by a pot left on the stove. One of the respondents and two other persons were evacuated from the premises. All were sleeping and highly intoxicated according the fire report, which was entered into evidence by the applicant.

I find the respondents in breach of their obligation to pay rent and to not disturb other tenants in the complex. The first disturbances were reported shortly after the commencement of this tenancy agreement on March 1, 2004. Despite adequate warnings to cease the disturbing behaviour, the disturbances continue. They are both numerous and, in the case of the burning pot, life threatening. In my opinion there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$250 and terminating the tenancy agreement on July 9, 2004. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer