

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
ERIC MILUKSHUK, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

ERIC MILUKSHUK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) and 41(4)(c) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as Apartment 201, 46 Woodland Drive, Hay River, NT shall be terminated on September 15, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
September, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **ERIC MILUKSHUK**, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

ERIC MILUKSHUK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 2, 2004

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Rose Brown, representing the applicant

Date of Decision: September 2, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 25, 2004 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, failing to repair damages to the residential complex and repeatedly disturbing other tenants' quiet enjoyment of the rental premises. The applicant served a notice of early termination on the respondent seeking vacant possession on May 21, 2004. The respondent remains in possession of the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs related to the repair of tenant damages and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$224. The ledger indicates that no payments of rent have been made since February, 2004.

The applicant also provided a work order and invoice for the repair of a hole in the hallway wall. The applicant testified that the respondent had made the hole during an argument with his girlfriend. The cost of repair was \$201.

The applicant provided numerous notices to the tenant, and notes to file outlining numerous incidents of disturbance from the commencement of the tenancy in August 2003 to May, 2004. In my opinion, the respondent has been given sufficient notice to cease the objectionable behaviour.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$224. I find the respondent in breach of his obligation to repair damages to the residential complex caused by his negligence and find the repair costs of \$201 reasonable. I also find the respondent in breach of his obligation to not disturb other tenants. In my opinion there are sufficient grounds to terminate the tenancy due to disturbance and non-payment of rent. An order shall issue requiring the respondent to pay the applicant rent arrears and costs of repair in the amount of \$425 and terminating the tenancy agreement on September 15, 2004. The respondent shall the premises on that date.

Hal Logsdon
Rental Officer