

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHAEL CALLAGHEN**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MICHAEL CALLAGHEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for the cost of water in accordance with the tenancy agreement.
2. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not disturb other tenants.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of October,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHAEL CALLAGHEN**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHAEL CALLAGHEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Joanne Koyina, representing the applicant
Michael Callaghen, respondent

Date of Decision: October 14, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due, failing to pay for water in accordance with the tenancy agreement and disturbing other tenants in the residential complex. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant stated that the rent was paid in full but that the respondent's account for water with the City of Yellowknife was approximately three months in arrears.

The applicant provided two notices outlining disturbances on September 20 and September 21, 2004. The applicant also provided a copy of a diary entry outlining a disturbance on September 21, 2004. The applicant served a notice of early termination on the respondent on September 22, 2004 seeking vacant possession on October 1, 2004. The respondent failed to vacate the premises.

The respondent stated that all of the disturbances were caused by his children. He stated that he was a single parent with custody of two children and that since the disturbances had occurred, he had taken disciplinary action to prevent further incidents. As all of the incident reports involve the children who appear to have been unsupervised at the time, the respondent's actions seem appropriate to remedy the problem. In my opinion, the tenancy agreement should be permitted to continue, provided there are no future disturbances.

In the matter of rent, a previous order (File #10-6176, filed May 16, 2000) required the respondent to pay future rent on time. No additional order is required.

The respondent acknowledged that his water account was in arrears and stated that he would bring it up to date prior to the end on November.

I find the respondent in breach of his obligation to not disturb other tenants and to pay for water in accordance with the tenancy agreement. An order shall issue requiring the respondent to comply with these obligations. Should further disturbances occur or should the water account continue in arrears the applicant may file an application requesting further remedy.

Hal Logsdon
Rental Officer