

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CELINE FOOTBALL AND JOHN RAAPHORST**, 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 -

CELINE FOOTBALL AND JOHN RAAPHORST

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43 (3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb other tenants and shall not breach that obligation in the future.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

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

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

CELINE FOOTBALL AND JOHN RAAPHORST

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
Celine Football, respondent
John Raaphorst, respondent

Date of Decision: October 14, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by disturbing other tenants' quiet enjoyment of the rental premises and failing to pay rent on the days it was due. The applicant stated that, since the application was filed, the rent arrears had been paid in full. The applicant withdrew the request for an order terminating the tenancy agreement.

The applicant served a notice on the respondents on September 22, 2004 outlining four incidents of disturbance between July 16-23, 2004. The applicant also served a notice of early termination on September 22, 2004 seeking vacant possession of the premises on October 1, 2004.

The respondent did not dispute the allegations.

The applicant provided a copy of the rent statement which indicated that the rent had not always been paid on the days it was due.

I find the respondents in breach of their obligation to not disturb other tenants and their obligation to pay rent on time. An order shall issue requiring the respondents to comply with their obligation and not disturb other tenants in the future and to pay future rent on time.

Hal Logsdon
Rental Officer