

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **J.J. WHALEN**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

- and -

J.J. WHALEN

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 six hundred dollars (\$600.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 4 Braathen Avenue, Yellowknife, NT shall be terminated on December 6, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for December, 2004 in the total amount of one thousand two hundred dollars (\$1200.00) is paid in full to the applicant.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of November, 2004.

Hal Logsdon
Rental Officer

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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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

-and-

J.J. WHALEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Arie Keppel, representing the applicant
J.J. Whalen, respondent

Date of Decision: November 23, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, engaging in illegal activities on the premises and disturbing other tenants. 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 statement of the rent account in evidence which indicated that the November, 2004 rent had not been paid in the amount of \$600. The applicant testified that he had attended the rental premises on October 16, 2004 and found the respondent smoking marijuana on the premises. The applicant also testified that another tenant in the rooming house had complained that he was awakened by the respondent on the weekend of October 23, 2004 when the respondent was having a party and knocked on his door.

The respondent did not dispute the allegations pertaining to rent and stated that he had lost his job but was now employed. He stated that he had tried to give the applicant \$250 toward the November rent but the applicant had refused the payment. He stated that he would be able to pay the rent no later than December 6, 2004 when his new employer paid him.

The respondent denied using drugs on the premises and provided a statement by three other tenants in the rooming house indicating that they had never witnessed the respondent using drugs on the premises.

The respondent also denied that the gathering on the weekend of October 23rd constituted a disturbance.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$600.

In the matter of the illegal activities allegations, there is not sufficient evidence in my opinion, to determine that there is a breach of Section 46 of the *Residential Tenancies Act* and there is no evidence to indicate that any of the other tenants were disturbed. Similarly, I find insufficient evidence to conclude that other tenants were disturbed by the tenant on the weekend of October 23rd. In my opinion there are sufficient grounds to terminate the tenancy agreement on December 6, 2004 unless the respondent pays the applicant the rent arrears of \$600 and the December, 2004 rent of \$600.

An order will issue requiring the respondent to pay the applicant rent arrears in the amount of \$600 and terminating the tenancy agreement on December 6, 2004 unless the respondent pays the applicant rent arrears and December, 2004 rent in the amount of \$1200. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer