

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **KEVIN GOSSELIN AND GORDEN ZDYB**, 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 -

KEVIN GOSSELIN AND GORDEN ZDYB

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand one hundred twelve dollars and fifty cents (\$1112.50).
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 Apartment 307, 5720 - 50 Avenue, Yellowknife, NT shall be terminated on December 31, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2004.

Hal Logsdon
Rental Officer

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Applicant, and **KEVIN GOSSELIN AND GORDEN ZDYB**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

KEVIN GOSSELIN AND GORDEN ZDYB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 16, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: December 16, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on November 30, 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' quiet enjoyment of the premises. 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 in evidence which indicated a balance of rent owing in the amount of \$1112.50. The applicant stated that there had been reports of disturbance by the security staff but did not produce any written documents or details of the alleged incidents. The applicant did not have any direct knowledge of any of the alleged incidents.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1112.50. I do not find sufficient evidence to support the landlord's allegations of disturbance. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of

\$1112.50 and terminating the tenancy agreement on December 31, 2004 unless those arrears are paid in full.

Hal Logsdon
Rental Officer