

IN THE MATTER between **DOUG SHINNAN**, Applicant, and **CORINNE DILLON**, 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 **INUVIK, NT**.

BETWEEN:

DOUG SHINNAN

Applicant/Landlord

- and -

CORINNE DILLON

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 two thousand two hundred dollars (\$2200.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 1A, 95 Wolverine Road, Inuvik, NT shall be terminated on September 30, 2004 and the respondent shall vacate the premises on that date.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **DOUG SHINNAN**, Applicant, and **CORINNE DILLON**, 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:

DOUG SHINNAN

Applicant/Landlord

-and-

CORINNE DILLON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 17, 2004

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Doug Shinnan, applicant
Joyce Lillegran, witness for the applicant
George Graf, witness for the applicant
Corinne Dillon, respondent

Date of Decision: September 17, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants and by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant is not a resident of Inuvik and retains an agent to manage the property. His agent and a neighbour who lives next door to the premises were called as witnesses. Both witnesses outlined numerous incidents of disturbance between April, 2004 and September, 2004. Most involved the respondent and numerous other people who were creating noise in the premises or on the property. The witnesses testified that there was considerable drunkenness involved with most incidents and that the police were summoned on several occasions and made arrests.

The residential complex consists of two rental premises and the applicant provided a written complaint from the other tenant about noise and drinking. He requested the landlord to do something about it. The applicant's property manager described the other tenant as an easygoing man, not prone to complaining. The applicant's property manager also testified that the August and September, 2004 rent had not been paid resulting in rent arrears in the amount of \$2200.

The respondent took responsibility for some incidents but stated that she did not play music and that much of the noise originated from the other apartment in the complex.

In my opinion, the direct evidence from the witnesses confirms that the respondent is the source of these disturbances. Although the neighbour/witness is not a tenant, her detailed testimony lends credence and detail to the other tenant's complaint. The evidence supports the applicant's allegations that the disturbances have been serious and persistent. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

I find the respondent in breach of her obligation to pay rent and to not disturb other tenants. I find the rent arrears to be \$2200. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2200 and terminating the tenancy agreement on September 30, 2004. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer