

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DANIEL BERNIER**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DANIEL BERNIER**

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 one thousand six hundred ninety three dollars (\$1693.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5425 - 52 Street, Yellowknife, NT shall be terminated on March 31, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March,  
2005.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DANIEL BERNIER**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DANIEL BERNIER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **March 8, 2005**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Mary George, representing the applicant**

**Date of Decision:**                              **March 8, 2005**

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on February 22, 2005 but failed to appear at the hearing. The respondent sent a fax to the rental office on February 22, 2005 stating that he would not be at the hearing due to work commitments out of town. He did not request an adjournment or contact the rental officer again to make alternative arrangements for the hearing. The matter was heard in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant provided two reports from the head landlord outlining incidents of disturbance on January 24, 2005 and January 31, 2005. Both incidents were loud parties where the police were summoned. The applicant testified that the disturbances were caused by the tenant's 17 year old son, who had been left alone at the premises while the tenant worked out of town.

The applicant also provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1693. The applicant stated that the monthly rent for the premises would increase to the maximum amount allowable under the program in April due to the respondent's high household income. The premises are subsidized public housing and rent is based on income.

I find the respondent in breach of his obligation to pay rent and to not disturb other tenants in the residential complex. In my opinion, the repeated disturbances are sufficient to terminate the

tenancy agreement between the parties. An order shall issue requiring the respondent to pay rent arrears in the amount of \$1693 and terminating the tenancy agreement on March 31, 2005.

---

Hal Logsdon  
Rental Officer