

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **FRANK LEMOUEL**, 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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

- and -

**FRANK LEMOUEL**

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 one hundred thirty dollars (\$2130.00).
2. Pursuant to sections 42(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 508, 5004 - 54th Street, Yellowknife, NT shall be terminated on July 31, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of July,  
2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

-and-

**FRANK LEMOUEL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 7, 2005

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

**Appearances at Hearing:** Gail Leonardis, representing the applicant

**Date of Decision:** July 7, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on June 27, 2005, but failed to appear at the hearing. The hearing was held 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' quiet enjoyment of the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$2130. The monthly rent for the premises is \$555.

The applicant provided numerous reports outlining incidents of disturbance between May and July, 2005. One involved leaving a pan on the stove, although the tenant was in the apartment, causing the smoke alarm to activate and filling the apartment with smoke. On most occasions the respondent was verbally warned or was served with written notices concerning the incidents. The incidents have continued despite the notices and the filing of an application and there is no indication of abatement.

I find the respondent in breach of his obligation to pay rent and his obligation to not disturb other tenants. I find the rent arrears to be \$2130. In my opinion, either breach is serious enough to

warrant termination of the tenancy agreement. The rent is over three months in arrears and the disturbances are persistent. In my opinion, termination of the tenancy agreement is the only remedy which will ensure other tenants are not disturbed in the future and the landlord will not suffer further financial losses.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2130 and terminating the tenancy agreement on July 31, 2005. The respondent shall vacate the rental premises on that date.

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Hal Logsdon  
Rental Officer