

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEONARD ROBERTS**, 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:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**LEONARD ROBERTS**

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 five hundred twenty five dollars (\$1525.00).
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not disturb other tenants in the residential complex and shall not create any disturbance in the future.
3. 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 306, 490 Range

Lake Road, Yellowknife, NT shall be terminated on July 26, 2005 and the respondent 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 12th day of July, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**LEONARD ROBERTS**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 7, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Sharon Hysert, representing the applicant Leonard Roberts, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 12, 2005</b>

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing the quiet enjoyment of other tenants in the residential complex.

The applicant served a notice of early termination for disturbance on the respondent, seeking vacant possession of the premises on May 2, 2005. The application was filed on June 13, 2005.

The respondent remains in possession. 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 which indicated a balance of rent owing in the amount of \$1525.

The applicant provided a notice to the respondent in evidence which warned of loud music and voices in the apartment on December 23 and December 24, 2005. The applicant also provided an incident report which outlined loud talking and laughter at midnight on April 15, 2005. The report states that the respondent was quiet for the rest of the night. A report dated April 22, 2005 was also entered in evidence which described a fight between the respondent and another person in the apartment and hallway. The report notes that the police were called. A warning was issued to the respondent for playing his radio loudly on May 21, 2005. The applicant also testified that a man believed to be staying with the respondent, entered an apartment in the residential complex on May 24, 2005 while the maintenance staff were changing the locks on a patio door. The man allegedly took something from the apartment and made remarks to the staff member.

The respondent did not dispute the rent arrears or the incidents but stated that the incidents of disturbance were caused by persons whom he had permitted to stay with him. He stated that due to these problems, he no longer permitted anyone to stay at the premises with him. The respondent stated that the disturbance problems would not reoccur. The respondent noted that, although he had occasionally failed to pay the rent on time, he always eventually paid it.

I note that the guests of the respondent appear to have been involved in the most severe incidents and that there have not been any further reports of disturbance since May 24, 2005. It does appear that the respondent has addressed the problems, albeit not promptly.

In the matter of rent arrears, I note a previous order was issued regarding rent arrears which ordered the respondent to pay future rent on time. Despite that order, he is now over a month in arrears. The tenancy agreement between the parties obligates the respondent to pay the monthly rent in advance.

I find the respondent in breach of his obligation to not disturb other tenants and in breach of his obligation to pay rent. I find the rent arrears to be \$1525. In my opinion, the tenancy should only be permitted to continue if the rent arrears are promptly paid and the respondent continues to comply with his obligation to not disturb and pay his rent on time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1525 and terminating the tenancy agreement on July 26, 2005 unless that amount is paid in full.

The respondent is also ordered to comply with his obligation to not disturb other tenants and to not create any disturbance in the future.

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Hal Logsdon  
Rental Officer