

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **SERENUS BRYAN**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

SERENUS BRYAN

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 four hundred eighty four dollars and eighty cents (\$484.80).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 405, 100 Beck Court, Yellowknife, NT shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
September, 2005.

Hal Logsdon
Rental Officer

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and **SERENUS BRYAN**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

SERENUS BRYAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 15, 2005, adjourned to September 21, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant
Dale Hein, representing the applicant (September 15)

Date of Decision: September 21, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 3, 2005 to appear at a hearing scheduled for September 15, 2005. On September 15, Mr. Dale Hein appeared for the respondent stating that the respondent was out of town on a medical matter. The adjournment was granted and the parties were instructed to appear on September 21, 2005 at 9:30 AM. The respondent contacted the rental officer by phone on September 21 and asked that she be able to appear by phone at 10:30AM. A further adjournment to 10:30 AM was granted and the respondent stated that she would contact the rental officer prior to that time to provide a contact telephone number. The applicant was instructed to appear again at 10:30AM. The respondent contacted the rental officer again by phone immediately prior to the hearing and sought a further adjournment to 1:00PM. The respondent was told that the request would only be granted with the consent of the applicant. The respondent stated that she would call the rental officer back in ten minutes to see if the adjournment had been granted. The respondent did not leave a telephone number or call back and the applicant wished to proceed with the matter. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent has breached the tenancy agreement by disturbing other tenants in the residential complex, by failing to pay rent and by keeping a dog on the premises which was prohibited. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant testified that the respondent had failed to pay the full amount of the May, 2005 rent, leaving a balance owing in the amount of \$484.80. Several notices demanding payment of the arrears were entered in evidence.

The applicant testified that a number of disturbances had occurred between the commencement of the tenancy agreement on March 1, 2005 and present. Two written complaints from other tenants in the residential complex were submitted in evidence. One referred to an incident on May 20, 2005 where the tenant and her guests woke another tenant by being noisy outside the building, while waiting for a taxi. The other noted numerous disturbances of thumping and jumping around between March and August, 2005 and stated that the police had been called to the premises in March, 2005. The applicant has sent notices to the respondent concerning these incidents. The applicant testified that verbal complaints had been received from other tenants in the residential complex regarding disturbances caused by the respondent or her guests.

Notices were served on the respondent indicating that the term lease would not be renewed and seeking vacant possession on August 31, 2005. In my opinion, these notices are of no effect as they do not comply with section 55(d) or 54(4) of the *Residential Tenancies Act*, and ignore the security of tenure provision contained in section 49 of the Act. However, an application was filed on August 12, 2005 seeking termination of the tenancy agreement.

The applicant alleged that the respondent was keeping a dog on the premises in breach of the tenancy agreement. Section 11 of Schedule A to the written tenancy agreement between the

parties prohibits pets in the rental premises. The applicant testified that a dog had been kept on the premises before and a notice was sent to the respondent on April 4, 2005 advising the tenant of the breach and demanding that the dog be removed. The applicant testified that another dog has been seen in the building with occupants of the premises and she believes it is being kept in the rental premises.

I find the respondent in breach of her obligation to pay rent and her obligation to not disturb other tenants in the residential complex. I find the rent arrears to be \$484.80. The disturbances by the respondent started almost immediately after the respondent took possession and have continued through the term of the agreement. The respondent does not appear to have heeded the notices regarding the incidents. In my opinion, the remedy of termination of the tenancy agreement is the only remaining remedy which will insure other tenants are not disturbed in the future.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$484.80 and terminating the tenancy agreement between the parties on September 30, 2005.

Hal Logsdon
Rental Officer