

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CHARLENE KLENGENBERG**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

CHARLENE KLENGENBERG

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 two hundred ninety five dollars (\$1295.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 109, 42 Con Road, Yellowknife, NT shall be terminated on March 10, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CHARLENE KLENGENBERG**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

CHARLENE KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leslie McManaman, representing the applicant
George Burt, witness for the applicant
Steven Froude, witness for the applicant

Date of Decision: February 28, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 18, 2006, but failed to appear at the hearing. The hearing was held in her absence.

File #10-8916 was filed on January 31, 2006 and alleges repeated disturbances by the respondent. File #10-8941 was filed on February 17, 2006 and alleges non-payment of rent. As both applications refer to the same tenancy agreement and rental premises, both matters were heard at a common hearing. 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 copies of notices outlining eight incidents of disturbance between November 5, 2005 and February 26, 2006. Most involved fighting and yelling in the rental premises and in the hallways. The applicant also called two witnesses who were tenants in the complex. Both witnesses testified that the respondent had repeatedly disturbed them by fighting and yelling at all hours of the day and night. The applicant testified that the respondent had been warned on numerous occasions both verbally and in writing but the disturbances have continued.

The applicant testified that the rent arrears represented the full amount of the February, 2006 rent.

I find the respondent in breach of her obligation to not disturb other tenants and her obligation to pay

rent. I find the rent arrears to be \$1295. In my opinion, there are sufficient grounds to terminate this tenancy agreement. I note that despite the numerous warnings and notices, the disturbances have not diminished. It would appear that the only effective remedy to ensure the other tenants in the complex are not disturbed in the future is termination of the tenancy agreement.

An order shall issue terminating the tenancy agreement on March 10, 2006 and requiring the respondent to pay the applicant rent arrears in the amount of \$1295.

Hal Logsdon
Rental Officer