

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **SANDY EYRE AND SHARON PEARCE**, Respondents;

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:

**THE EXECUTIVE LTD.**

Applicant/Landlord

- and -

**SANDY EYRE AND SHARON PEARCE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine hundred seventy five dollars (\$975.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**THE EXECUTIVE LTD.**

Applicant/Landlord

-and-

**SANDY EYRE AND SHARON PEARCE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 28, 2006

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

**Appearances at Hearing:** Carrie Chang, representing the applicant  
Sandy Eyre, respondent  
Sharon Pearce, respondent

**Date of Decision:** February 28, 2006

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant testified that the February, 2006 rent had not been paid and stated that the rent for the premises was \$975/month. The applicant provided a copy of the rent ledger, the tenancy agreement and a number of notices regarding late rent in evidence and stated that the rent had frequently been paid late. The tenancy agreement states that the monthly rent is payable in advance.

The applicant provided several notices in evidence outlining alleged disturbances between July, 2005 and February, 2006. Among the notices were two which alleged that the respondents had been using other tenants' electrical plug-ins for their parking stalls. Another notice alleged that the level of traffic to and from the respondents' apartment and guests banging on the side of the building were disturbing other tenants. A notice of early termination was served on the respondents on February 7, 2006 alleging disturbances caused by guests of the respondents and seeking vacant possession of the premises on February 21, 2006. The application was filed on February 8, 2006.

The respondents stated that they vacated the premises on February 9, 2006 although they still had a few possessions in the apartment and had not returned the keys to the landlord. The respondents stated that they had rented other premises and did not intend to return to the applicant's premises. The respondents stated that they felt they were required to leave the premises in response to the landlord's notice and felt harassed by the landlord who threatened to evict them if they did not vacate.

The respondents admitted to plugging their car into the wrong outlets but explained that the car was not in their stall, would not start and the cord would not reach their plug-in. The respondents denied that they had numerous guests and stated that only one person was creating the problems. The respondents testified that they had not permitted him or other noisy guests in the building or in the premises. The respondents provided a copy of a Emergency Protection Order which prohibited the alleged offender from approaching within 100 metres of the respondents' premises.

The respondents did not dispute that the rent for February, 2006 had not been paid.

It is apparent from the testimony of the respondents that they have no intention to resume living in the premises and have not ordinarily lived there since February 9, 2006. As the rent has also not been paid for February, 2006 the premises are lawfully abandoned pursuant to section 1(3)(b) of the *Residential Tenancies Act*.

Section 54 of the Act permits a landlord to serve a notice of early termination on a tenant for

repeatedly disturbing other tenants. The landlord's notice and the subsequent application to a rental officer appears to comply with the provisions of section 54. The landlord's notice does contain a rather intimidating sentence implying that should further disturbances occur before the termination date, the tenant will be "escorted out of the building and evicted immediately". I note that no action has been taken by the landlord to prevent or deny the respondents' possession. I find no interference with the respondent's lawful possession but remind the landlord that threatening statements, even if not carried out, could be considered harassment for the purpose of forcing a tenant to vacate, which is an offence under section 91 of the Act.

As this tenancy agreement has been terminated due to abandonment, it is not necessary to consider an order terminating the agreement or to consider the evidence regarding the alleged disturbances. However, in my opinion, the evidence to support the applicant's allegations that other tenants were disturbed by persons who were permitted by the respondents to enter the residential complex is not compelling.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$975. An order shall issue requiring the respondents to pay rent arrears in the amount of \$975. Any security deposit held by the applicant may be applied against the satisfaction of this order.

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Hal Logsdon  
Rental Officer