

IN THE MATTER between **974094 NWT LTD.**, Applicant, and **SHERRY BOULET**, 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:

974094 NWT LTD.

Applicant/Landlord

- and -

SHERRY BOULET

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 two hundred ninety seven dollars and four cents (\$2297.04).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #2, 5108 - 53rd Street, Yellowknife, NT shall be terminated on May 12, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **974094 NWT LTD.**, Applicant, and **SHERRY BOULET**, 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:

974094 NWT LTD.

Applicant/Landlord

-and-

SHERRY BOULET

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 2, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Timothy W.U. Bayly, representing the applicant Bruce Hewlko, representing the applicant Sherry Boulet, respondent
<u>Date of Decision:</u>	May 3, 2006

REASONS FOR DECISION

The applicant alleged that the respondent 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 respondent to pay the alleged rent arrears and penalties for late rent and terminating the tenancy agreement between the parties.

The tenancy agreement between the parties specifies a monthly rent of \$650 payable on the first day of every month. The tenancy agreement also obligates the tenant to pay for heat, electricity and water which are billed monthly and payable to the landlord. The applicant alleged that the rent had not been paid for the months of March, April and May, 2006 and that the respondent had failed to pay for utilities billed to her in the amount of \$337.92. Invoices were produced by the applicant in evidence. The applicant also sought penalties for late payment of rent which were calculated by the applicant to be \$598.08.

The applicant also alleged that the respondent had repeatedly disturbed the other tenant in the residential complex and provided a written statement from that tenant outlining numerous disturbances during the term of the tenancy. The noted disturbances consisted primarily of constant traffic to and from the respondent's premises during all hours of the day and night but also included loud crashing and banging and swearing. The residential complex consists of three premises one of which is vacant. Details of the amount of traffic to and from the apartment, noted by the other tenant were also provided in evidence. These notes indicate that the door to

the respondent's apartment was heard to open or shut as many as 20-25 times in a single evening. The applicant stated that the other tenant had come to an arrangement with the landlord to temporarily vacate the apartment until the situation with the disturbances was resolved. This arrangement is causing the landlord financial loss.

The applicant also alleged that the heat had been shut off by the respondent or her guests resulting in a call out expense to restart the furnace. The applicant sought compensation of the expenses of \$85.60 and provided the invoice from the contractor in evidence.

The respondent did not dispute the allegations pertaining to rent and stated that she would pay the outstanding amount. She admitted that she had a lot of visitors and that one of the high traffic days noted was her son's birthday which resulted in a lot of people coming and going. The respondent stated that the other tenant in the complex did not like her and suggested his complaints were unfounded. The respondent denied shutting off the furnace switch stating that the switch was in a common hallway and could have been turned off by anyone.

The penalties calculated by the applicant are far in excess of the penalty permitted pursuant to section 41(3). I assume the applicant has made an arithmetic error in the calculation of the penalty which should have been calculated as follows:

From	To	Days	Rate	Principal	Interest
March 1/06	May 12/06	73	3.37%	\$650	\$4.38

April 1/06	May 12/06	42	3.37%	\$650	\$2.52
May 1/06	May 12/06	12	3.37%	\$650	\$0.72
March 22/06	May 12/06	52	3.37%	\$199.22	\$0.96
Apr 1/06	May 12/06	42	3.37%	\$138.70	\$0.54
TOTAL					\$9.12

I find the respondent in breach of her obligation to pay rent and find the rent arrears and applicable penalties to be \$2297.04, calculated as follows:

Base rent arrears	\$1950.00
Utilities arrears	337.92
Penalties	<u>9.12</u>
Total rent arrears	\$2297.04

The only evidence suggesting that the furnace switch was turned off by the respondent or her guests is hearsay. I accept that since the switch is in a common area, it could have been turned off by anyone. The applicant's request for compensation for the service call is denied.

I find sufficient evidence to conclude that the other tenant in the residential complex has been unreasonably and repeatedly disturbed by the respondent and her guests. I find the level of traffic caused by the tenant and her guest to be entirely unreasonable and obviously disturbing to her neighbours. There is evidence that the respondent has been advised by the landlord that her behaviour is disturbing to others but I see little evidence of any abatement of the disturbing activity. In my opinion, there is sufficient evidence, both in terms of non-payment of rent and the disturbances to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2297.04 and terminating the tenancy agreement on May 12, 2006. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer