

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **FAWNA ERASMUS**, 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 **FORT LIARD**.

BETWEEN:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

FAWNA ERASMUS

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 seven hundred fifty dollars (\$750.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as House 816, Fort Liard, NT shall be terminated on June 30, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

-and-

FAWNA ERASMUS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 9, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant
Fawna Erasmus, respondent

Date of Decision: June 9, 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. 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 in evidence which indicated a balance of rent owing as at March, 2006 the amount of \$750. The applicant testified that since that date payments of \$750 had been received and the April, May and June rents of \$250/month had come due, bringing the balance owing to \$750.

The applicant also provided an unsigned letter from “concern parents and Tenants” alleging noise and parties for the past two years. No detail was provided regarding the dates or times of the alleged disturbances. The applicant’s representative stated that she had no direct knowledge of the alleged incidents. The rental premises consist of a single family dwelling.

The respondent did not dispute the allegations regarding rent but denied disturbing other tenants. She stated that she could pay the outstanding rent promptly.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$750. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid. Although not a large amount, the arrears

represent three months of outstanding rent.

In my opinion, the evidence regarding the alleged disturbances is insufficient to find a breach of the respondent's obligation to not disturb other tenants. Vague allegations without dates or times make it difficult for a respondent to address the complaints. I have no reason to believe that the respondent's denial of the allegations is any less credible than the unsigned letter of complaint. If there are complaints, I would expect the landlord or the complaining party to be specific about the time and nature of the disturbance.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$750 and terminating the tenancy agreement on June 30, 2006 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer