

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **ROBERT BELANGER AND DARLENE GRUBEN**, 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 **INUVIK, NT.**

BETWEEN:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

- and -

**ROBERT BELANGER AND DARLENE GRUBEN**

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 three thousand four hundred dollars (\$3400.00).
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 Unit #26, 40 Tununuk Place,

Inuvik, NT shall be terminated on February 15, 2006 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of January, 2006.

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Hal Logsdon  
Rental Officer

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**G.B.H. HOLDINGS LTD.**

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-and-

**ROBERT BELANGER AND DARLENE GRUBEN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 31, 2006

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Harvey Hurst, representing the applicant

**Date of Decision:** January 31, 2006

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on January 17, 2006, but failed to appear at the hearing. The hearing was held in their absence.

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

The applicant testified that there remained an outstanding balance of rent from November, 2005 in the amount of \$800 and that the December, 2005 and January, 2006 rent had not been paid. The rent for the premises is \$1300/month, bringing the balance owing to \$3400. The applicant also provided receipts of rental payments which indicated that the majority of rent payments had been paid late.

The applicant also provided file notes describing four incidents of disturbance caused by the respondents between February 12, 2005 and April 25, 2005. Notices were sent to the respondents concerning these incidents. The applicant testified that further incidents occurred over the 2005 Christmas holidays. One involved fighting and the police attended the premises. Another incident involved the pulling of the fire alarm which the applicant believed was done by the respondent's sister while visiting her apartment.

A notice of early termination dated December 28, 2005 sought vacant possession on the same day. This notice is not in accordance with section 54 of the Act, which requires a minimum notice of 10 days. The respondents remain in possession.

I find the respondents in breach of their obligation to pay rent and their obligation to not disturb the landlord or other tenants in the residential complex. I find the rent arrears to be \$3400. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The disturbances have continued despite numerous warnings and the rent is now more than two months in arrears.

Termination appears to be the only remaining remedy available that will prevent further losses to the landlord and ensure other tenants in the complex are not disturbed in the future. While I recognize that another \$1300 of rent will come due on February 1, 2005 one day after this matter was heard, I am unable to order rent to be paid which has not yet come due. The applicant may make a future application as required.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3400 and terminating the tenancy agreement on February 15, 2006.

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Hal Logsdon  
Rental Officer