

IN THE MATTER between **ALBERT FAILLE APARTMENTS**, Applicant, and **THU CLI**, 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 SIMPSON, NT**.

BETWEEN:

ALBERT FAILLE APARTMENTS

Applicant/Landlord

- and -

THU CLI

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 thirty dollars (\$30.00).
2. 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 1st day of June, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **ALBERT FAILLE APARTMENTS**, Applicant, and **TIIU CLI**, 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:

ALBERT FAILLE APARTMENTS

Applicant/Landlord

-and-

TIIU CLI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 31, 2007

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: John Homister, representing the applicant
Tiiu Cli, respondent

Date of Decision: May 31, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, permitting too many persons to occupy the premises, and disturbing the landlord and other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The applicant served a notice of early termination on the respondent on May 2, 2007 seeking vacant possession on May 31, 2007. The respondent remains in possession.

The applicant alleged that the rent has repeatedly been paid late and the current rent arrears are \$30. The respondent did not dispute the allegations and agreed that the verbal tenancy agreement between the parties required the rent to be paid on the first of every month.

The applicant alleged that the respondent permitted too many persons to occupy the premises. The applicant stated that the premises were rented to the respondent and her children and that their verbal agreement limited the number of occupants to three persons. The respondent disputed that the agreement limited the number of persons but also stated that the persons who stayed with her were often relatives from out-of-town and did not occupy the premises on an on-going basis.

The applicant stated that an incident occurred on April 29, 2007 where a person entered the building and created a disturbance. The person began knocking loudly on the door to the

respondent's apartment but the door was not opened until the police arrived. The respondent stated that she had nothing to do with the person and did not let him into the building.

I find the respondent in breach of her obligation to pay the full rent on the days it is due. I find the rent arrears to be \$30. In my opinion, this alone does not warrant the termination of the tenancy but an order requiring the payment of the \$30 and to pay future rent on time is certainly in order.

Section 45(3) of the *Residential Tenancies Act* sets out the restrictions that may be placed on the number of occupants occupying rental premises

45(3) A tenant shall not permit such number of persons to occupy the rental premises on a continuing basis that results in the contravention of health, safety or housing standards required by law or in a breach of the tenancy agreement.

The evidence does not support that any of the persons occupying the respondent's premises do so on an continuing basis. I can find no breach of the Act or the verbal tenancy agreement and there are no grounds for termination here.

Section 43 of the *Residential Tenancies Act* sets out the tenant's obligation to not disturb the landlord or other tenants.

43.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

(2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant shall be deemed to be a disturbance caused by the tenant.

I find no evidence to suggest that the respondent permitted the disturbing party into the residential complex or her premises. The fact that the disturbing party was knocking on the respondent's door does not make her responsible for his disturbance. I can find no breach of the Act.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$30 and to pay future rent on time.

Hal Logsdon
Rental Officer