

IN THE MATTER between **SOCIAL HOUSING**, Applicant, and **FREDRICK NELSON**, 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, NT**.

BETWEEN:

SOCIAL HOUSING

Applicant/Landlord

- and -

FREDRICK NELSON

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 eight hundred seventy five dollars (\$875.00).
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not disturb other tenants and shall not create any disturbance in the future.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 820, Willow Road, LTO

173, Lot 3, Fort Liard, NT, shall be terminated on October 31, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

4. 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 5th day of October, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **SOCIAL HOUSING**, Applicant, and **FREDRICK NELSON**, Respondent.

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BETWEEN:

SOCIAL HOUSING

Applicant/Landlord

-and-

FREDRICK NELSON

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REASONS FOR DECISION

Date of the Hearing: **October 2, 2007**

Place of the Hearing: **Fort Liard, NT**

Appearances at Hearing: **Brenda Berreault, representing the applicant**

Date of Decision: **October 2, 2007**

REASONS FOR DECISION

The applicant stated that the premises had been sold to the NWT Housing Corporation who had reorganized the management of the portfolio under the legal name of "Social Housing". The applicant requested that the style of cause of the order reflect the new name of the landlord.

The respondent was served with a Notice of Attendance sent by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$875. The applicant testified that she had witnessed several incidents where the tenant was yelling and disturbing other tenants in neighbouring units. The applicant stated that other tenants had complained to her about repeated incidents of disturbance. The applicant did not provide any specific dates or details of the alleged incidents nor was there any evidence that the tenant had been sent any notices or verbally notified that his actions had disturbed other tenants.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$875. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. Although the details and dates of the alleged disturbances are vague, the direct knowledge of the applicant convinces me that some disturbance of other tenants has taken place.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$875 and terminating the tenancy agreement on October 31, 2007 unless that amount is paid in full to the applicant. The order shall also require the respondent to comply with his obligation to not disturb other tenants, to not create any disturbance in the future and to pay future rent on time.

Hal Logsdon
Rental Officer