

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **JUSTIN TEMPLE**, 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:

YKD PROPERTY MANAGEMENT

Applicant/Landlord

- and -

JUSTIN TEMPLE

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 one thousand three hundred thirty eight dollars and seven cents (\$1338.07).
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 Apartment 1, 488 Range Lake Road, Yellowknife, NT shall be terminated on January 31, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **JUSTIN TEMPLE**, 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:

YKD PROPERTY MANAGEMENT

Applicant/Landlord

-and-

JUSTIN TEMPLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 15, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jennifer Eggenberger, representing the applicant

Date of Decision: January 15, 2008

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on December 30, 2007 but failed to appear at the hearing. 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 repeatedly disturbing 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 between the parties.

The applicant provided a copy of the rent ledger which indicated a balance owing in the amount of \$1338.07. The ledger indicates that some of this balance represents electrical costs which the applicant has paid on behalf of the respondent. The applicant stated these amounts were paid because the respondent had not established an account in his name. The written tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the agreement.

The applicant served a notice on the respondent on October 5, 2007 warning him of disturbances which had occurred in his apartment and advising him that any further incidents of disturbance would result in an application to a rental officer seeking termination of the tenancy agreement. On November 15, 2007, the applicant served the respondent a notice of early termination for non-payment of rent and the security deposit and disturbance, seeking vacant possession on November

25, 2007. The notices were provided in evidence.

The applicant testified that the respondent remains in possession of the premises and that the disturbances have not abated since the notices were served or the application filed. The applicant stated that the residential complex contained six premises and that she had received complaints of noise from several tenants. A written complaint from another tenant was provided by the applicant in evidence

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1338.07. I also find that the respondent has repeatedly disturbed other tenants in the residential complex and despite warnings from the landlord, the disturbances have continued. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1338.07 and terminating the tenancy agreement on January 31, 2008.

Hal Logsdon
Rental Officer