

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ELIZABETH KAYAKSAK**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ELIZABETH KAYAKSAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants in the residential complex and shall not create any disturbance in the future.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant rent arrears in the amount of two thousand three hundred ten dollars (\$2310.00).
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 Apartment 107, 5730 - 50th Avenue, Yellowknife, NT shall be terminated on April 30, 2008 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 15th day of April, 2008.

Hal Logsdon
Rental Officer

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Applicant, and **ELIZABETH KAYAKSAK**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ELIZABETH KAYAKSAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Brooks O'Connell, representing the respondent

Date of Decision: April 9, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing but her representative appeared on her behalf.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2310.

The applicant provided two notices, dated January 11, 2008 and March 10, 2008 in evidence. Both notices outlined incidents of disturbance. The earlier notice related to an incident between the respondent and another tenant. The applicant stated that the other tenant had moved from the building and the disturbances have abated. The later notice referred to a noisy party. The applicant served a notice of early termination on the respondent on March 10, 2008 seeking vacant possession on March 20, 2008. The respondent remains in possession. The respondent's representative stated that he felt the respondent would take sufficient measures to eliminate the disturbances. The applicant stated that since no disturbances had occurred since the filing of the application she felt an order requiring the respondent to not create any future disturbances would

be a sufficient remedy regarding the disturbances.

The applicant stated that the respondent had been receiving assistance to pay the rent but it had not been forthcoming since December, 2007. The respondent's representative stated that he believed the respondent was eligible for assistance but had to re-apply. It would appear likely that the rent arrears will be paid through the Income Security Program provided the respondent makes the required applications. In any case it is her responsibility to pay the rent, regardless of the source.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2310. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2310 and terminating the tenancy agreement on April 30, 2008 unless those rent arrears are paid in full. The order shall also require the respondent to comply with her obligation to not disturb other tenants and to not create any disturbance in the future. Should the tenancy agreement continue, the respondent shall be obligated to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer