

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **PAUL BERNHARDT AND DORIS DAY**, 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 -

PAUL BERNHARDT AND DORIS DAY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 15, 40 Tununuk Place, Inuvik, NT shall be terminated on February 15, 2009 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of January, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **PAUL BERNHARDT AND DORIS DAY**, 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.

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

PAUL BERNHARDT AND DORIS DAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 21, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lois Kathrens, representing the applicant
Paul Bernhardt, respondent
Doris Day, respondent

Date of Decision: January 23, 2009

REASONS FOR DECISION

The applicant confirmed that the legal name of the landlord was G.B.H. Holdings Ltd. The order shall reflect the legal name of the landlord.

The applicant alleged that the respondents had breached the tenancy agreement by disturbing other tenants and the landlord and by failing to pay the rent on the days it is due. The applicant sought an order terminating the tenancy agreement.

The applicant provided notices and notes to file outlining four alleged incidents of disturbance from August, 2008 to present. Three of the alleged incidents occurred in December, 2008. The alleged disturbances involve drinking parties and marijuana use resulting in noise at all hours of the day and night. One notice alleges that the respondents buzzed the landlord's apartment on repeated occasions late at night in order to gain entry to the building.

The respondents both provided written letters of apology but also disputed the alleged incident of December 7, 2008. They stated that the incident did not take place late at night nor did it involve noise. The respondents also denied using marijuana in the premises and stated that they were also often disturbed by the smell of the substance in the building.

The tenancy agreement between the parties requires the rent to be paid on the first day of every month. Notices, provided by the applicant in evidence, indicate that the rent has frequently been paid late.

I find the respondents in breach of their obligation to pay rent on the days it is due and in breach of their obligation to not disturb other tenants and the landlord. The disturbances are of particular concern. I can not conclude from the evidence that the smell of marijuana originates from the respondents' apartment nor can I conclude that respondents caused a disturbance on December 7, 2008. However I must conclude that there were two disturbances in December, 2008 and one in August, 2008. It does not appear that any of the warnings given to the respondents have resulted in any abatement of the incidents. On the contrary, they appear to be occurring more frequently.

In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. An order shall issue terminating the tenancy agreement on February 15, 2009.

Hal Logsdon
Rental Officer