

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **EDNA KASOOK**, 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 **INUVIK, NT**.

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

EDNA KASOOK

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 two hundred dollars fifty (\$1250.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 10, 40 Tununuk Place, Inuvik, NT shall be terminated on August 31, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of August, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **EDNA KASOOK**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

EDNA KASOOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 11, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lois Kathrens, representing the applicant
Edna Kasook, respondent

Date of Decision: August 12, 2009

REASONS FOR DECISION

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

The applicant testified that the rent for August, 2009 in the amount of \$1250 had not been paid. The respondent did not dispute the allegation.

The applicant's representative lives in the residential complex and stated that she had direct knowledge of the alleged incidents of disturbance. The applicant provided several written file notes outlining three instances of disturbance between November, 2008 and July, 2009. All of the disturbances appear to be caused by the respondent's son. The applicant stated that the respondent works in the evening and her son hosts loud parties with excessive drinking while the respondent is at work.

The respondent did not dispute that there had been incidents of disturbance and stated that she intended to move out of the premises on August 15, 2009 and had no objection to the issuance of a termination order.

The tenancy agreement between the parties is monthly and commenced on October 1, 2006. The

respondent has given no written notice to the applicant to terminate the tenancy agreement. The applicant would not agree to a mutual agreement to terminate the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1250. I find the evidence supports the applicant's allegations of disturbance. Since both parties appear to want this tenancy to come to an end but can not agree on a date, I think it is reasonable to issue an order terminating the tenancy agreement on August 31, 2009. The tenant shall enjoy the right of possession until that date unless she chooses to abandon the premises earlier.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1250 and terminating the tenancy agreement on August 31, 2009.

Hal Logsdon
Rental Officer