

IN THE MATTER between **CONSTANTINA TSETSOS**, Applicant, and **JANET STEPHENSON**, 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:

CONSTANTINA TSETSOS

Applicant/Landlord

- and -

JANET STEPHENSON

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 six hundred seventy dollars (\$670.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. 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 the landlord and shall not create any disturbances in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of August, 2010.

Hal Logsdon
Rental Officer

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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:

CONSTANTINA TSETSOS

Applicant/Landlord

-and-

JANET STEPHENSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 28, 2010**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Constantina Tsetsos, applicant
Janet Stephenson, respondent

Date of Decision: **July 28, 2010**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, disturbing the landlord's quiet enjoyment and failing to notify the landlord of other occupants in the rental premises. 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 statement of the rent account which indicated a balance of rent owing in the amount of \$670.

The applicant provided a letter dated June 15, 2010 from R. Wayne Guy which stated that the respondent interrupted a meeting in his office which is attached to the rental premises, and was verbally abusive. The letter also outlines another incident where an occupant of the applicant's premises entered the office complaining about the applicant's behaviour. Another letter from the office manager outlines the incidents in a similar fashion.

The applicant stated that the respondent had rented a room in the premises to another party without giving the landlord the name and contact information for the tenant.

The respondent did not dispute the rent arrears but stated that the incidents were exaggerated. She acknowledged that she was upset when she entered the landlord's office but the landlord later accepted her apology and told her to not to worry about it. The respondent stated that she did not

think she had to provide any information to the landlord regarding any other person she permitted to stay in the premises.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$670. I also find the respondent in breach of her obligation to not disturb the landlord, although I note that the tenant who caused one of the incidents is no longer an occupant and the disturbance caused by the respondent does not appear to be severe, was a single event and has not been repeated. There is no obligation set out in the tenancy agreement or the *Residential Tenancies Act* that requires a tenant to provide any information on other occupants. I am not prepared to make an order in this regard although I would recommend that the respondent provide the name and contact information to the landlord in case of an emergency.

In my opinion, there are not sufficient grounds to terminate this tenancy agreement. It is clear that the parties are not getting along but the breaches of the tenant do not warrant the remedy of termination. An order shall issue requiring the respondent to pay the applicant rent arrears of \$670, to pay future rent on time and to comply with her obligation to not disturb the landlord's quiet enjoyment.

Hal Logsdon
Rental Officer