

IN THE MATTER between **NORTHERN PROPERTY LTD. PARTNERSHIP**,  
Applicant, and **RITA BOURKE**, 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 LTD. PARTNERSHIP**

Applicant/Landlord

- and -

**RITA BOURKE**

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 two thousand four hundred fifteen dollars (\$2415.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of fifty two dollars and fifty cents (\$52.50).
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 other tenants and shall not create any disturbance in the future.

4. 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 205, 42 Con Road, Yellowknife, NT shall be terminated on August 31, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the repair costs in the total amount of two thousand four hundred sixty seven dollars and fifty cents (\$2467.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of August, 2010.

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Hal Logsdon  
Rental Officer

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Applicant, and **RITA BOURKE**, 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:

**NORTHERN PROPERTY LTD. PARTNERSHIP**

Applicant/Landlord

-and-

**RITA BOURKE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 18, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Joyce Dust, representing the applicant  
Chat Flandez, witness for the applicant

**Date of Decision:** August 19, 2010

### **REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance. The respondent failed to appear at the hearing and the hearing was held in her absence. The respondent contacted the rental office after the hearing was held and advised that she was ill. She was advised that the matter had already been heard.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair expenses and terminating the tenancy agreement between the parties.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2415 and repair costs of \$52.50. The applicant also provided a work order indicating that the repair work undertaken was unplugging a toilet. The applicant stated that the toilet plug was caused by a child's toy. The monthly rent for the premises is \$1250.

The applicant served a notice on the respondent dated April 5, 2010 stating that the landlord had received complaints about "drugs and drug dealing" at the premises "at all hours of the day". The notice warns the respondent that the landlord will seek eviction if the activity does not stop immediately.

The applicant provided another notice on the respondent dated June 28, 2010 stating that a complaint had been received about the respondent throwing objects out of her window. The respondent was warned that the landlord would proceed with eviction if she did this again. The applicant's witness stated that she received the complaint and composed the notice but had no direct knowledge of the incident.

A letter from another tenant in the residential complex dated July 7, 2010 was also provided in evidence. The letter states that on a number of occasions the writer observed "TJ from 205" running out the back door immediately after the fire alarm went off. The writer states that he had "not seen him pull it...but seconds later he is out the door". The identity of TJ and his/her relationship to the respondent is not known. The letter also alleges that there is drug use in the premises although the writer offers no direct knowledge of the activity. The writer states that a lot of people come and go from the respondent's apartment and he is disturbed when they knock on his door wanting to use his phone.

On the balance of probabilities, it is difficult to conclude that the respondent is responsible for the false alarms or has permitted drug traffic on the premises. It is clear that there has been some disturbance but the evidence does not lead me to believe that the disturbances alone should result in termination of the tenancy agreement.

In the matter of rent and repair costs, I find rent arrears of \$2415 and find the repair costs of \$52.50 to be reasonable. In my opinion the rent arrears represent sufficient grounds to terminate

the tenancy agreement unless they are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears of \$2415 and the repair costs of \$52.50. The tenancy agreement shall be terminated on August 31, 2010 unless the respondent pays those amounts to the landlord in full. The respondent shall also be ordered to comply with her obligation to not disturb other tenants and to not create any future disturbances.

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Hal Logsdon  
Rental Officer