

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **LISA O'LEARY AND CHARLES GORDON**, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LISA O'LEARY AND CHARLES GORDON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three hundred fifty dollars and one cent (\$350.01).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 113, 20 Boot Lake Road, Inuvik, NT shall be terminated on March 25, 2011 and the respondents shall vacate the premises on that date.
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act* the respondents shall pay

the applicant compensation for use and occupation of the premises for each day the respondents remain in possession of the premises after March 25, 2011

- a) in the amount of fifty dollars (\$50.00) for each day in March, 2011 and,
- b) in the amount of fifty one dollars and sixty seven cents (\$51.67) for each day in April, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LISA O'LEARY AND CHARLES GORDON**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LISA O'LEARY AND CHARLES GORDON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 11, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant

Date of Decision: March 11, 2011

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement which indicated a balance owing of \$1775.01. Included in that amount is a portion of unpaid security deposit of \$825. The applicant testified that the respondents had made a payment that day of \$600 bringing the balance of rent owing to \$350.01.

The applicant provided three written complaints from other tenants in the residential complex complaining about noisy parties at all hours of the night. The police were summoned to the premises on one occasion. The most recent complaint was dated March 1, 2011. The applicant also provided numerous notices warning the respondents about the disturbances and the outstanding rent.

I find the respondents in breach of their obligation to pay rent and their obligation to not disturb

other tenants in the residential complex. I find the rent arrears to be \$350.01. In my opinion, the repeated disturbances represent sufficient grounds to terminate the tenancy agreement. Despite the repeated warnings, the parties and disturbances have continued unabated. There does not appear to be any remedy other than termination that will provide the necessary relief to the landlord or the other tenants in the residential complex.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$350.01 and terminating the tenancy agreement on March 25, 2011. Should the respondents fail to vacate the premises in accordance with this order, the applicant may enforce the eviction order issued separately.

The respondents are also ordered to pay compensation for use and occupation of the premises for each day they continue to remain in possession after the termination date.

Hal Logsdon
Rental Officer