IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **BRUCE ROSS**, Respondent;

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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

BRUCE ROSS

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 four hundred dollars ($1400.00).

2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 6, 40 Tununuk Place, Inuvik, NT shall be terminated on April 30, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of May, 2011.

_____
Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **BRUCE ROSS**, 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-

BRUCE ROSS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **April 21, 2011**

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

Appearances at Hearing: **Greg Murphy, representing the applicant**
                                                      Bruce Ross, respondent

Date of Decision: **April 21, 2011**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly 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 April, 2011 had not been paid. The monthly rent for the premises is $1400 and the written tenancy agreement between the parties obligates the tenant to pay the monthly rent on the first day of every month.

The applicant provided five written notices in evidence outlining incidents of disturbance. The applicant stated that he had received complaints from other tenants in the building and been disturbed himself. The applicant lives in the residential complex near the respondent's apartment.

The applicant stated that the respondent had given him verbal notice that he intended to vacate the premises on April 30, 2011 but had not provided any written notice.

The respondent did not dispute the rent arrears but noted that the landlord held a security deposit equivalent to one month's rent. The respondent also noted that only two of the notices regarding disturbance were dated or noted any time of the disturbance, making it difficult to respond to

those allegations. The applicant acknowledged the lack of any dates but stated that disturbances had occurred at least once a month or more and noted that on the last occasion, on March 11, 2011 the police attended the premises.

While I agree with the respondent that much of the applicant's evidence lacks sufficient detail, I am nonetheless convinced from the applicant's direct knowledge of the incidents that repeated disturbances have occurred. Since both parties appear to want this tenancy agreement to end, in my opinion, it is reasonable to end it by order.

I find the respondent in breach of his obligation to pay rent and his obligation to not disturb the landlord or other tenants in the residential complex. I find the rent arrears to be $1400.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of $1400 and terminating the tenancy agreement on April 30, 2011.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer