

IN THE MATTER between **SATDEO INC.**, Applicant, and **ELFRED GERO**,
Respondent;

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

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

BETWEEN:

SATDEO INC.

Applicant/Landlord

- and -

ELFRED GERO

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 (\$1200.00).
2. 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 405, 3 Capital Drive, Hay River, NT shall be terminated on May 31, 2014 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of May,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **SATDEO INC.**, Applicant, and **ELFRED GERO**,
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:

SATDEO INC.

Applicant/Landlord

-and-

ELFRED GERO

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REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | May 8, 2014 |
| <u>Place of the Hearing:</u> | Hay River, NT via teleconference |
| <u>Appearances at Hearing:</u> | Malay Das, representing the applicant Elfred Gero, respondent Annette Gero, witness for the respondent |
| <u>Date of Decision:</u> | May 8, 2014 |

REASONS FOR DECISION

The respondents name was incorrectly spelled on the application. This order reflects the proper spelling of the respondent's name.

The applicant alleged that the respondent 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 respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided three notices in evidence which refer to disturbances. The earliest is dated November 26, 2013. While it alleges numerous disturbances it does not provide any specific information regarding any of them or the dates they are alleged to have occurred. Another notice dated February 9, 2014 is similar in that it provides no detail of any specific disturbances. A third notice dated February 10, 2014 alleges that the respondent was engaged in a fight with a tenant on the 4th floor on February 9 and states that the RCMP attended the premises. It also alleges "reported drug use and it's dealings".

The applicant also provided a memo dated February 11, 2014 purportedly from the RCMP.

"Hay River RCMP received 13 calls for service involving apartment 405 at the Mackenzie place High Rise since October 9th. 2013. Calls for service range from municipal bylaw violations to Criminal code offences. Any further questions please feel free to contact Cpl Greg MORROW at 867-874-1111."

The applicant's representative acknowledged that he had no direct knowledge of any incidents of disturbance but stated that the owner lived in the building and had told him about them.

The applicant stated that the December, 2013 rent was not paid. Rents for all other months have been paid in full. The monthly rent for the premises is \$1200.

The respondent denied disturbing other tenants. He testified that on February 9, he was visiting another apartment when a woman entered the apartment and stabbed him. He stated that the police attended the apartment and arrested the woman who has been charged. He stated that he keeps to himself and does not disturb others. The respondent stated that the owner's son frequently hangs around his apartment and may be the source of disturbances.

The respondent did not dispute that the December, 2013 rent was not paid. He stated that the *Income Security Program* pays his rent in full but had disqualified him in December, 2013. He stated that he has no resources to pay the rent on his own.

The applicant's evidence of disturbance is vague. The applicant's representative had no direct knowledge of any incidents and relied solely on the notices and memo purportedly from the police. Only the notice of February 10 provides any detail as to the nature of any specific disturbance or the date or time of the occurrence. Even the February 10 notice fails to establish if the respondent or his alleged attacker that created the disturbance. Given the respondent's testimony, I can not conclude on the balance of probabilities that the respondent has repeatedly

disturbed other tenants.

In the matter of the rent arrears, I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1200. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1200 and terminating the tenancy agreement on May 31, 2014 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer