

IN THE MATTER between **X.Y.**, Applicant, and **R.C.**, 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:

X.Y.

Applicant/Landlord

-and-

R.C.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 22, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: B.L., representing the applicant

Date of Decision: August 22, 2018

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance and a filed application on August 13, 2018 but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was made in writing for a one-year term which commenced on April 1, 2018. The respondent is the sole tenant. The monthly rent is \$1350.

The application was filed on July 12, 2018.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and late payment penalties and terminating the tenancy agreement and evicting the tenant.

The applicant provided a copy of the resident ledger which indicated a balance of rent and late payment penalties in the amount of \$1625. I find the ledger in order and find the penalties for late rent have been applied in accordance with the Act. I find the respondent in breach of his obligation to pay rent on the days it is due.

The applicant provided security reports and a tenant complaint outlining loud parties and noise originating from the respondent's apartment on April 29, May 9, June 01 and June 22, 2018. A security report also noted that pizza boxes with the respondent's apartment number on them strewn about in the hallway. The applicant served three written notices to the respondent after the disturbances warning him that he was in breach of the tenancy agreement and to cease the disturbances.

I find the respondent has repeatedly breached his obligation to not disturb other tenants in the residential complex. I note that the disturbances commenced shortly after the commencement of the tenancy agreement and have continued unabated.

The rent has been continuously in arrears since June 1, 2018.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent. I see little or no improvement in the rent payments or the incidents of disturbances. The respondent has offered no explanation regarding the breaches or argument as to why the remedies sought by the landlord should not be granted.

As order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1625 and terminating the tenancy agreement between the parties on September 15, 2018.

An eviction order to become effective on September 16, 2018 shall also issue.

Hal Logsdon
Rental Officer