

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CHARLENE SHAE**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

CHARLENE SHAE

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 three thousand eighty five dollars (\$3085.00).
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 211, 5600-52 Avenue, Yellowknife, NT shall be terminated on February 28, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.
3. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondent shall

comply with her obligation to not disturb other tenants in the residential complex.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
February, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

CHARLENE SHAE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Charlene Shae, respondent

Date of Decision: February 11, 2003

REASONS FOR DECISION

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 between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3085. The ledger also indicated that the account has been in arrears since December 1, 2002 and that the last payment of rent made by the respondent was on December 2, 2002. The respondent did not dispute the allegations pertaining to rent.

The applicant also provided copies of two notices provided to the respondent outlining alleged disturbances in October and December, 2002. The applicant testified that other tenants had complained about noise in October. The respondent stated that the December incident was caused by another person that she permitted in her apartment while she was away for the day. She stated that when she returned, she asked a security officer to assist her to remove the person, who had been drinking. She stated that she was aware that further disturbances would jeopardize her tenancy and did not want any further trouble.

I am satisfied that respondent has created disturbances and note that disturbances created by persons who are permitted in the premises by the tenant are deemed to be disturbances of the

tenant. I accept that the respondent was concerned about the December incident and took action to eliminate the problem. In my opinion the disturbances do not, in themselves, warrant termination of the tenancy agreement. The rent arrears, however, are another matter. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent and by disturbing other tenants. I find the rent arrears to be \$3085. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$3085 and terminating the tenancy agreement on February 28, 2003 unless the arrears are paid in full. The order shall also require the respondent to comply with her obligation to not disturb other tenants.

Hal Logsdon
Rental Officer