

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LEE SUNDSTROM**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LEE SUNDSTROM

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 hundred forty five dollars (\$145.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not disturb other tenants' quiet enjoyment of the premises in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LEE SUNDSTROM**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LEE SUNDSTROM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Lee Sunstrom, respondent

Date of Decision: July 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and by disturbing other tenants' quiet enjoyment of the rental premises and residential complex. The applicant stated that since the application was filed, the respondent had paid most of the outstanding arrears and the disturbances had abated. The applicant withdrew the request for an order terminating the tenancy agreement and sought an order requiring the respondent to pay the alleged rent arrears, to pay future rent on time and to not disturb other tenants in the future.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$145. The applicant also provided several letters and notices outlining alleged incidents of disturbance.

The respondent did not dispute the allegations pertaining to rent. He admitted that there had been some disturbance in the past but stated that several reported incidents were exaggerated and, in his opinion, did not constitute disturbance.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$145. I also find, that there has been some level of disturbance in the past.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$145, to pay future rent on time and to not disturb other tenants in the future.

Hal Logsdon
Rental Officer