

IN THE MATTER between **SUZANNE DESFOSES**, Applicant, and **BETTY LOUTITT AND DARRELL LAROCQUE**, Respondents;

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:

SUZANNE DESFOSES

Applicant/Landlord

- and -

BETTY LOUTITT AND DARRELL LAROCQUE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand eight hundred sixty dollars (\$1860.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of utilities which were paid on behalf of the respondents in the amount of four hundred forty six dollars and eighty eight cents (\$446.88).
3. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #32, 705 Williams

Avenue, Yellowknife, NT shall be terminated on April 30, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears, utility costs and security deposit in the total amount of three thousand eight hundred eighty six dollars and eighty eight cents (\$3886.88) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **SUZANNE DESFOSES**, Applicant, and **BETTY LOUTITT AND DARRELL LAROCQUE**, Respondents.

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:

SUZANNE DESFOSES

Applicant/Landlord

-and-

BETTY LOUTITT AND DARRELL LAROCQUE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 13, 2004
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Suzanne Desfosses, applicant
<u>Date of Decision:</u>	April 13, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on March 30, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent, failing to pay for utilities, failing to pay the required security deposit and disturbing their neighbours. The applicant served the respondents a notice of early termination on March 17, 2004 seeking vacant possession on March 31, 2004 and filed an application to a rental officer on March 19, 2004. The respondents failed to vacate the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears, utility costs and security deposit and terminating the tenancy agreement.

The applicant provided a statement of account which indicated rent arrears as at March 1, 2004 in the amount of \$1860. The applicant testified that the amount was unchanged as the respondents made one payment of \$1580 on April 7, 2004 and the April rent of \$1580 had come due.

The statement also indicated outstanding utility payments for water and electricity in the amount of \$446.88. The applicant testified that the respondents had failed to change the accounts to their names and pay for utilities in accordance with the provisions of the tenancy agreement.

Consequently, she had paid the accounts for a period of time on behalf of the respondents. The applicant indicated that she had demanded reimbursement of the amounts but had received no

payments.

The applicant also testified that the required security deposit of \$1580 had not been paid. The tenancy agreement commenced on December 9, 2003.

The applicant testified that she had received complaints of noise from the neighbours. The neighbours consist of homeowners in the surrounding area.

I find the statements in order and find rent arrears of \$1860 and outstanding utility costs of \$446.88. The tenancy has been in effect for more than three months, making the full amount of the security deposit due in the amount of \$1580. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, utility costs and security deposit are promptly paid.

In the matter of the alleged disturbances, I find no breach of the tenancy agreement or Act.

Section 43 of the *Residential Tenancies Act* sets out a tenants's obligation.

43.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

The rental premises are a single family townhouse and the neighbours are not tenants. Any disturbance or noise created by the respondents may be an offence under the municipal by-laws but does not constitute a breach of the *Residential Tenancies Act*.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$1860 and utility costs in the amount of \$446.88 and terminating the tenancy agreement on April 30, 2004 unless the rent arrears, utility costs and the full security deposit in the total amount of \$3886.88 are paid in full.

Hal Logsdon
Rental Officer