

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**, Applicant,
and **FRED MACDONALD**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

FRED MACDONALD

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 seven hundred dollars (\$1700.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment A, 5313 - 49th Street, Yellowknife, NT shall be terminated on June 30, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**, Applicant,
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BETWEEN:

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Applicant/Landlord

-and-

FRED MACDONALD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 3, 2008**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Renda Coe, representing the applicant**
 Fred Macdonald, respondent

Date of Decision: **June 3, 2008**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing the other tenant in the residential complex. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1700. The ledger indicates that no rent has been paid since February, 2008.

The premises are one unit in a duplex. The applicant provided three written complaints from the other tenant in the duplex outlining repeated disturbances in February, March and May, 2008. The applicant also provided a written complaint from a neighbour (not a tenant) outlining similar complaints of loud music and constant traffic at all hours of the day and night to and from the premises.

The respondent did not dispute the allegations and asked that he be allowed to stay in the unit until the end of June so his son could finish the school year and he could find another place to live. The applicant did not object provided the respondent did not continue to disturb others during that period. The respondent agreed to keep the peace if allowed to stay until June 30, 2008.

I find the respondent in breach of his obligation to pay rent arrears and find the rent owing to be \$1700. I find the respondent in breach of his obligation to not disturb other tenants. The evidence

suggests that the respondent has continually created disturbances since February, 2008. Despite the notices of warning given by the landlord, the unacceptable activity continues with no abatement. In my opinion, there is no remedy other than termination which will ensure the respondent's neighbour the peace and quiet she deserves.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1700 and terminating the tenancy agreement on June 30, 2008.

The decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
