

IN THE MATTER between **G.B.H. HOLDINGS**, Applicant, and **CAROL OVAYUAK**, 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 **INUVIK, NT**.

BETWEEN:

G.B.H. HOLDINGS

Applicant/Landlord

- and -

CAROL OVAYUAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 32, 40 Tununnuk Place, Inuvik, NT shall be terminated on July 18, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS**, Applicant, and **CAROL OVAYUAK**,
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:

G.B.H. HOLDINGS

Applicant/Landlord

-and-

CAROL OVAYUAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 24, 2008

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Lois Kathrens, representing the applicant
Carol Ovayuak, respondent

Date of Decision: June 24, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and had failed to pay the monthly rent on the days it was due. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant provided four notices outlining incidents of disturbance between September, 2007 and February, 2008. The applicant testified that another notice had been served on May 12, 2008 regarding another incident of disturbance. The notices outline many people in the apartment making a lot of noise and, on one occasion, the respondent knocking on doors in the early hours of the morning asking other tenants for cigarettes after being verbally warned on two previous occasions about disturbing others in this manner. One notice states that the police attended the premises due to the noise.

The applicant testified that the respondent's son was seen spitting on the hall carpet on the morning of June 20, 2008. The applicant stated that the respondent's son was constantly buzzing her apartment as well as other apartments in order to gain access to the residential complex. The applicant stated that this was occurring every day at all hours of the day and night.

The applicant has served three notices of early termination on the respondent since December, 2007 but none of them indicated any reason for the notice as required by section 55 of the *Residential Tenancies Act*. No application to a rental officer was filed until May 22, 2008.

The applicant also provided notices regarding late rent payment which indicated that the rent was due on the first of the month and had not been paid. There was no written tenancy agreement provided in evidence to indicate the days on which the rent was due, however one notice indicated arrears of over one month.

The respondent stated that the three incidents in 2007 occurred while she was working out of town. She stated that her sister and a friend were staying in the apartment during her absence with her permission. The respondent stated that her son did not have a key to the residential complex and was told to call her when he needed to enter. The respondent stated that there was a curfew imposed on her son and that she now had better control over his activities but the applicant noted that the previous night the respondent's son had buzzed her apartment at 1:00 AM. seeking entry to the building. The respondent denied making any disturbance on May 11 or 12, 2008 stating that the landlord attended her apartment on the 11th while she was having a quiet dinner with friends and told her she had to move. The applicant denied the allegation stating that "that didn't happen."

The applicant acknowledged that, except for the behaviour of the respondent's son, the incidents of disturbance, appear to have abated since the application to a rental officer was filed. Perhaps the respondent is beginning to understand that the disturbances caused by her and her son are not acceptable to the landlord or other tenants and may result in the termination of their tenancy agreement. I am less convinced that her son has realized that his behaviour is unacceptable or that the respondent is trying in earnest to curtail his undesirable activities.

I find the respondent in breach of her obligation to not disturb the landlord or other tenants and her

obligation to pay rent on the days it is due. In my opinion, there are adequate grounds to terminate this tenancy agreement. The respondent has been repeatedly warned that her behaviour and her son's behaviour are jeopardizing her tenancy. When other tenants indicate that they may give notice and leave because of the disturbance, some protection for the landlord must be considered. While I note that the loud parties appear to have ceased, the respondent's son continues to disturb the landlord and other tenants almost daily.

An order shall issue terminating the tenancy agreement between the parties on July 18, 2008 and the respondent is ordered to vacate the premises on that date.

Hal Logsdon
Rental Officer
