

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **SHANNON HEBERT**, 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 -

SHANNON HEBERT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants and shall not create any disturbances in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
December, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **SHANNON HEBERT**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

SHANNON HEBERT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Malinda Kellett, representing the applicant
Shannon Hebert, respondent

Date of Decision: December 19, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants. The applicant also alleged that the respondent had breached a previous order (file #10-10433, filed on September 26, 2008) which required the respondent to pay rent arrears and an outstanding security deposit in monthly installments of \$50 until the outstanding amounts were paid in full and to pay future rent on time.

An affidavit of Bobbi Bulmer, the applicant's manager, outlined four specific complaints of disturbance in October, 2008 and referred to numerous other complaints received during the term of the tenancy agreement. The applicant's representative also stated that the October, 2008 rent had not been paid on time and that the October, 2008 payment of arrears required by the previous order was not paid on October 15, 2008 as ordered. A copy of the rent ledger showing transactions to October 1, 2008 and a copy of the security deposit ledger were provided in evidence.

The applicant's representative stated that since the application was filed, the respondent has taken positive steps to eliminate any further disturbances and for that reason, the applicant wished to withdraw their request for an unconditional termination order in favour of an order requiring the respondent to comply with her obligation to not disturb other tenants and to pay the outstanding rent arrears and security deposit in lump sum within 60 days.

The respondent did not dispute the allegations concerning disturbance. The respondent stated that she had made a rent payment of \$180 on October 22, 2008. She also stated that a payment of \$212 had been made for the November, 2008 rent on her behalf through the Income Support Program and another payment made on her behalf for the December, rent of \$425. The applicant's representative acknowledged only the payment of \$212.

In the matter of the alleged disturbances, I find the respondent has breached her obligation to not disturb other tenants.

In the matter of the alleged breach of the previous order, I have taken the liberty to obtain from the landlord, an updated copy of the rent ledger which includes all transactions to the present. The rent ledger indicates a balance of rent owing in the amount of \$544.63. The \$200 security deposit balance remains outstanding.

I find the respondent in breach of the previous order. She has failed to make all payments of rent on time and failed to make all payments of arrears on time, as ordered. However, the respondent has, to date, paid sufficient money to satisfy the order.

October/08 rent	\$92.00
November/08 rent	92.00
December/08 rent	425.00
Arrears payments (Oct-Dec)	<u>150.00</u>
Total	\$759.00
 Rent paid since order issued	 \$817.50

In my opinion, considering that the respondent is not in a financial position to pay the balance of the rent arrears and security deposit in a lump sum and that she has made sufficient payments to satisfy the previous order, albeit not in a timely manner, the previous order should continue to be in force and the respondent should continue to pay the arrears and monthly rent in accordance with that order. The applicant's request for an order terminating the tenancy unless the arrears and security deposit are paid within 60 days is denied and an order shall issue requiring the respondent to comply with her obligation to not disturb other tenants and to not create any disturbances in the future.

Hal Logsdon
Rental Officer