

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ANGUS ELIAS**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

ANGUS ELIAS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for the use and occupation of the rental premises to January 7, 2009 in the amount of one thousand six hundred eighty dollars and twenty eight cents (\$1680.28). The respondent shall pay the applicant additional compensation in the amount of forty five dollars and four cents (\$45.04) for each day after January 7, 2009 that the respondent remains in possession of the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of January, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ANGUS ELIAS**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

ANGUS ELIAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Angus Elias, respondent

Date of Decision: January 8, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$2735. The amount consisted of an outstanding balance from December, 2008 of \$1365 and an outstanding balance from January, 2009 of \$1370. The rent for the premises is \$1370/month.

The applicant also provided three written complaints from other tenants in the residential complex concerning noise and disturbances caused by the respondent and his guests as well as four notices to the respondent warning him of the consequences of repeated disturbance.

The respondent did not dispute the rent arrears and stated that he had been trying to keep the noisy parties under control.

A previous order (file #10-10372, filed on September 4, 2008) ordered the termination of the tenancy agreement on September 22, 2008 unless rent arrears of \$2740 were paid in full by that date. The statement indicates that the order was not satisfied until October 7, 2008 when the

arrears were paid in full. The respondent acknowledged that the payment dates shown on the statement were correct. There is no evidence to indicate that a new tenancy agreement was formed. The respondent acknowledged that the landlord had sought possession of the premises after September 22, 2008 and that he had indicated in early November, 2008 that he intended to vacate the premises "in a couple of weeks". There is no requirement to terminate this tenancy agreement by order as it has already been terminated by the previous order. The respondent is overholding.

The applicant is entitled to compensation for use and occupancy to the current date and the respondent is liable for additional compensation on a per diem basis until he gives up possession of the premises or is evicted. The applicant must obtain an eviction order from the NWT Supreme Court unless the respondent voluntarily gives up possession. I calculate the per diem compensation to be \$45.04/day and find the compensation due to date to be \$1680.28, calculated as follows:

| | |
|---|---------------|
| To December 31/08 (as per statement) | \$1365.00 |
| Dec. 31/08 to Jan.07/09 (7 days @\$45.04/day) | <u>315.28</u> |
| Total | \$1680.28 |

There is no requirement to consider the allegations of disturbance as the tenancy agreement has already been terminated.

An order shall issue requiring the respondent to pay the applicant compensation for the use and occupation of the rental premises to January 7, 2009 in the amount of \$1680.28. The respondent

shall pay the applicant additional compensation of \$45.04 for each day the respondent remains in possession of the rental premises after January 7, 2009.

Hal Logsdon
Rental Officer