

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **BARBARA MEMOGANA AND MATTHEW KUPTANA**, 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 **INUVIK, NT**.

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

BARBARA MEMOGANA AND MATTHEW KUPTANA

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 five thousand one hundred dollars (\$5100.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 6, 40 Tununuk Place, Inuvik, NT shall be terminated on January 31, 2009 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of January, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **BARBARA MEMOGANA AND MATTHEW KUPTANA**, Respondents.

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G.B.H. HOLDINGS LTD.

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-and-

BARBARA MEMOGANA AND MATTHEW KUPTANA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 21, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lois Kathrens, representing the applicant
Barbara Memogana, respondent
Matthew Kuptana, respondent

Date of Decision: January 21, 2009

REASONS FOR DECISION

The applicant confirmed that the legal name of the landlord was G.B.H. Holdings Ltd. I also note that the tenancy agreement is made between G.B.H. Holdings and Barbara Memogana and Matthew Kuptana as joint tenants. The applicant has mis-spelled the names of the tenants on the application and has also included the rest of the family as respondents. The style of cause of the order shall reflect the legal name of the landlord, the correct spelling of the tenant names and shall not include any other household members as they are not tenants.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants and the landlord. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that the rent owing was \$5100. A notice dated January 3, 2009 was provided in evidence indicating that amount was due. The applicant stated that the last payment received from the respondents was on October 22, 2008.

The applicant provided notices and notes to file outlining five incidents of disturbance between July 2008 and the present. The most recent incident was December 28, 2008. The incidents involve fighting and yelling at all hours of the day and night and having friends call the landlord to contact the respondents. The RCMP attended the premises on one occasion.

The respondents did not dispute the allegations and stated that they had resolved to not create any disturbances in the future. The respondents also stated that they had made arrangements to redeem a retirement investment and would be able to pay the arrears in February, 2009.

The applicant stated that they did not wish to continue the tenancy agreement even if the rent was paid due to the repeated disturbances.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$5100. This amount represents rent in excess of three months in arrears. No rent whatsoever has been paid in the last three months.

I also find the respondents in breach of their obligation to not disturb the landlord or other tenants in the residential complex. Despite the respondents' resolution to not create any further disturbances, I note the last incident of disturbance was less than four weeks ago and there have been disturbances in almost every month since July, 2008. It is difficult to conclude that this short period of quiet represents an abatement of the problem. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondents have had ample warning that the continued non-payment of rent and persistent disturbances were unacceptable but have taken little or no effort to resolve the situation.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5100 and terminating the tenancy agreement on January 31, 2009.

This decision was provided to the parties at the conclusion of the hearing. The service address of the respondents was confirmed and the respondents informed that the written order would be sent to them by registered mail at that address.

Hal Logsdon
Rental Officer