

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **ANGUS DILLON AND KIM RUBEN**, 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 -

ANGUS DILLON AND KIM RUBEN

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 three thousand four hundred dollars (\$3400.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as Apartment 26, 40 Tununuk Place, Inuvik, NT shall be terminated on February 15, 2009 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for February, 2009 in the total amount of four thousand eight hundred dollars (\$4800.00) are paid in full.

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3. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act* the respondents shall comply with their obligation to not disturb other tenants in the residential complex and shall not create any disturbance in the future.
4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **ANGUS DILLON AND KIM RUBEN**, 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.

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

ANGUS DILLON AND KIM RUBEN

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
Angus Dillon, respondent
Kim Ruben, respondent

Date of Decision: January 25, 2009

REASONS FOR DECISION

The applicant confirmed that the legal name of the landlord was G.B.H. Holdings Ltd. The style of cause of the order shall reflect the legal name of the landlord.

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

The applicant testified that the respondents owed rent in the amount of \$3400. A notice was provided in evidence by the applicant indicating that amount. The applicant stated that the required security deposit of \$1400 had been paid in full. The rent for the premises is \$1400/month.

The applicant also provided a notice of early termination dated August 9, 2008 alleging that persons were fighting outside the building disturbing other tenants. The notice is not in the approved form as it fails to set out a date for the termination of the tenancy agreement. The applicant also provided a note to file in evidence which indicated that there was a noisy party on January 10, 2009 in the early morning which disturbed other tenants in the building.

The applicant also alleged that the respondents had been charged with a drug offence in Paulatuk and that she suspected that much of the traffic in the building was related to drug related activity.

The respondents disputed the alleged August disturbance stating that they had not permitted the persons who created the disturbance to enter the building or their premises. The respondents also stated that they had not been served with the notice.

The respondents did not dispute the other allegation of disturbance or the rent arrears. The respondents stated that they had ceased to pay rent after the landlord served notice that she intended to seek termination of the tenancy agreement.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3400.

I also find the respondents in breach of their obligation to not disturb other tenants. There is not sufficient evidence to conclude that the August, 2008 disturbance was caused by the respondents or persons they permitted in the residential complex nor is there sufficient evidence to conclude that the respondents have been permitting other persons to enter the building related to drug use. There was no evidence to support the landlord's allegation that the respondents were charged with a drug offence in Paulatuk. In any case, that allegation would have no effect on their tenancy in Inuvik. There is sufficient evidence to conclude that a disturbance occurred on January 10, 2009.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The single disturbance should not, in itself, result in the termination of the

tenancy agreement .

An order shall issue requiring the respondents to pay rent arrears of \$3400 and to comply with their obligation to not disturb other tenants and to not create any disturbance in the future. The tenancy agreement shall be terminated on February 15, 2009 unless the rent arrears and the rent for February, 2009 in the total amount of \$4800 is paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer