

IN THE MATTER between **LYMAR MANAGEMENT LTD.**, Applicant, and **GREG HUFFMAN**, 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:

LYMAR MANAGEMENT LTD.

Applicant/Landlord

- and -

GREG HUFFMAN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand four hundred forty five dollars (\$3445.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 3, 4906 53 Street, Yellowknife, NT shall be terminated on March 31, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of March, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **LYMAR MANAGEMENT LTD.**, Applicant, and **GREG HUFFMAN**, 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:

LYMAR MANAGEMENT LTD.

Applicant/Landlord

-and-

GREG HUFFMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary Linn, representing the applicant
Greg Huffman, respondent

Date of Decision: March 12, 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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3445. The monthly rent for the premises is \$1100. The applicant also provided a statement outlining seven alleged incidents of disturbance between June, 2004 and September 14, 2008. Two letters from another tenant in the residential complex were also provided in evidence outlining incidents of disturbance in July and October, 2004. The disturbances were primarily loud music. The applicant stated that the police attended the premises on one occasion.

The applicant also alleged that the respondent had permitted other persons to occupy the premises on a continuing basis despite his obligation to permit only single occupancy of the apartment. The applicant stated that this obligation was contained in the written tenancy agreement between the parties. No tenancy agreement was provided in evidence.

The respondent disputed one alleged incident in September, 2008. The applicant testified that she had direct knowledge of the incident and saw the respondent let the disturbing parties in the building. The respondent stated that some of the incidents occurred when he was out of town but

acknowledged permitting his apartment to be used by others during those periods. He stated that he had taken care of the disturbance problem and that no more disturbances would occur in the future.

The respondent did not dispute the rent arrears but stated that he had undertaken work for the landlord for which he had not been paid. The applicant has, in the past, provided rent credits to the respondent for work he has done for the landlord. This is not, in my opinion, within my jurisdiction to determine as it does not form a part of the tenancy agreement between the parties. The respondent stated that he is now working and can pay the rent arrears.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3445. This represents over three months of back rent and is, in my opinion, sufficient grounds to terminate the tenancy agreement.

In the matter of the disturbances, I find the respondent in breach of his obligation to not disturb other tenants. I do note that, by the landlord's admission, there have not been any disturbances since September 2008, a period of six months. The applicant stated that she expects future disturbances and notes that she halted her efforts to terminate the tenancy agreement in April, 2008 after the respondent made some effort to resolve the issue, but the disturbances continued later that year. I share the applicant's skepticism. The other tenants in the building have endured the disturbances for far too long. The landlord has been patient and has ensured that the respondent is aware that his behaviour and the behaviour of others he permits in the building are

not acceptable, yet the disturbances continued.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3445 and terminating the tenancy agreement on March 31, 2009.

Hal Logsdon
Rental Officer