

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **RONALD STORR AKA RONALD RIVET**, 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 **INUVIK, NT.**

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

RONALD STORR AKA RONALD RIVET

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 one thousand five hundred dollars (\$1500.00).
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 17, 40 Tununuk Place, Inuvik, 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 19th day of March, 2009.

Hal Logsdon
Rental Officer

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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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

RONALD STORR AKA RONALD RIVET

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 18, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lois Kathrens, representing the applicant
Ronald Storr aka Ronald Rivet, respondent

Date of Decision: March 18, 2009

REASONS FOR DECISION

The respondent indicated that his legal name was Ronald Rivet. The tenancy agreement, however, was made between the applicant and Ronald Storr. Therefore the style of cause of the order shall be “G.B.H. Holdings Ltd. and Ronald Storr AKA Ronald Rivet”.

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 initially indicated that the respondent owed the March, 2009 rent of \$1400 and \$800 of the February rent. A reminder, dated March 2, 2009 indicating that amount was provided in evidence. The respondent produced a receipt, dated March 3, 2009 which indicated that \$700 had been paid on that date bringing the balance owing to \$1500. The parties agreed that the balance owing was \$1500.

The applicant provided three notices outlining incidents of disturbance between July, 2007 and October, 2008. The applicant also provided three notes to file describing another three incidents of disturbance between January 25, 2009 and February 28, 2009. Most of the disturbances involved the respondent's partner. One note however outlined a disturbance involving only the respondent and persons in his apartment.

The respondent did not dispute the allegations. He stated that his partner had a serious drinking problem and that he planned to prevent her from entering the premises in the future. The respondent stated that he had filed his income tax return and was expecting a refund which would be more than adequate to pay the rent arrears. He acknowledged that his current income was straining his ability to pay the rent and stated that he had applied for public housing.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1500. I also find the respondent in breach of his obligation to not disturb other tenants in the residential complex. Although much of the disturbance was caused by the respondent's partner, it is clear that she was permitted to enter the premises by the respondent who either let her in or provided her with keys to enter. I note that the respondent's partner is now incarcerated and that he has indicated that he does not intend to permit her to enter his premises in the future. However, I note that the most recent disturbance did not involve the respondent's partner at all, leading me to believe that the absence of his partner will not necessarily result in an abatement of the disturbing incidents. In my opinion, there are sufficient grounds to terminate the tenancy agreement and the applicant is entitled to the remedy of termination of the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1500 and terminating the tenancy agreement between the parties on March 31, 2009.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer