

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **AGNES PASCAL-STEWART AND LANNY PASCAL-STEWART**, 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 -

AGNES PASCAL-STEWART AND LANNY PASCAL-STEWART

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 fifty dollars (\$3450.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of three hundred nine dollars and five cents (\$309.05).
3. Pursuant to section 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 20, 40 Tununuk

Place, Inuvik, NT shall be terminated on January 15, 2010 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of January, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **AGNES PASCAL-STEWART AND LANNY PASCAL-STEWART**, Respondents.

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G.B.H. HOLDINGS LTD.

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-and-

AGNES PASCAL-STEWART AND LANNY PASCAL-STEWART

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 11, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Lois Kathrens, representing the applicant
Marlyce Lariviere, witness for the applicant

Date of Decision: January 11, 2010.

REASONS FOR DECISION

The respondent, Agnes Pascal-Stewart was personally served with a Notice of Attendance but failed to appear at the hearing. Lanny Pascal-Stewart was not served as he was incarcerated. Since section 71 of the *Residential Tenancies Act* provides for substitutional service and the notice served on Ms. Pascal-Stewart named Mr. Pascal-Stewart as co-respondent, I am satisfied that the parties had a reasonable opportunity to appear. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and residential complex and repeatedly disturbing other tenants in the residential complex.

The applicant testified that the respondents owed \$3450 in rent arrears.

The applicant stated that the door to the apartment had been kicked in by the respondents. An invoice for the repair of the door in the amount of \$274.05 was submitted in evidence. The applicant also testified that she spent one hour cleaning up blood in the hallway at \$35.00 per hour after Mr. Pascal Stewart assaulted another man. Photographs regarding the incident were provided in evidence.

The applicant provided numerous notes concerning incidents of disturbance created by the respondents since early November, 2009. The applicant also provided two written complaints of

disturbance provided by another tenant in the residential complex. The applicant's witness, a tenant living in the residential complex, testified that repeated disturbances had occurred at all hours of the day and night. The evidence indicates that the police have been summoned to the premises on numerous occasions to deal with disturbances.

On November 7, 2009 the applicant served a notice of early termination on the respondents due to disturbance and non-payment of rent seeking vacant possession on November 17, 2009. The respondents did not vacate the premises.

I find the respondents in breach of their obligation to pay rent and their obligation to repair willful damages to the rental premises. I also find the respondents in breach of their obligation to not disturb other tenants. There are certainly more than sufficient grounds to terminate this tenancy agreement. It does not appear that the respondents have any intention of correcting their offensive behaviour. I find the rent arrears to be \$3450 and the repair and cleaning costs of \$309.05 to be reasonable.

Since the tenants were provided with a notice of early termination I see no reason not to consider as early a termination date as practical. There is no reason why other tenants in the residential complex should have to bear any more disturbance.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3450 and repair and cleaning costs of \$309.05. The tenancy agreement shall be terminated on January 15,

2010. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer