

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **LISA CARDINAL AND ABE BONNETPLUME**, 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 -

**LISA CARDINAL AND ABE BONNETPLUME**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Lisa Cardinal shall pay the applicant rent arrears in the amount of four thousand six hundred dollars (\$4600.00).
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 28, 40 Tununuk Place, Inuvik, NT shall be terminated on January 22, 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.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **LISA CARDINAL AND ABE BONNETPLUME**, 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:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

-and-

**LISA CARDINAL AND ABE BONNETPLUME**

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

**Date of Decision:** January 11, 2010

### **REASONS FOR DECISION**

The respondents were personally served with Notices of Attendance but failed to appear at the hearing. The hearing was held in their absence.

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 application was filed against Lisa Cardinal and Abe Bonnetplume as joint tenants, however Mr. Bonnetplume's name is crossed off the written tenancy agreement. The applicant stated that Ms. Cardinal and Mr. Bonnetplume sought termination of the joint tenancy agreement and the execution of a new agreement naming Ms. Cardinal as sole tenant. Rather than executing another agreement, Mr. Bonnetplume's name has simply been crossed off the tenancy agreement. There is no written evidence that both tenants agreed to this or when it occurred. The landlord stated that Mr. Bonnetplume continues to reside in the premises. Without a date when the joint tenancy agreement ended and the sole tenancy agreement commenced, it is not possible to determine the liability for the rent that the landlord seeks. The landlord stated that they would elect to seek the full amount of the rent arrears from Ms. Cardinal.

The applicant testified that the rent arrears were \$4600. The applicant stated that since the application was filed on November 25, 2009 no rent had been paid bringing the balance owing to

\$4600, calculated as follows:

Balance at November 30, 2009	\$2100
December/09 rent	1250
January/10 rent	<u>1250</u>
Balance owing	\$4600

The applicant provided three notes describing disturbance which occurred on September 21, December 23, and December 24, 2009 involving loud drunken activity in the premises. The landlord testified that there had been considerable disturbance since the application was filed and that other tenants in the building had verbally complained about the noise.

I find the respondent Lisa Cardinal to be in breach of her obligation to pay rent and find the rent arrears to be \$4600. I also find Ms. Cardinal in breach of her obligation to not disturb other tenants. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring Ms. Cardinal to pay the applicant rent arrears in the amount of \$4600 and terminating the tenancy agreement on January 22, 2010. The respondents shall vacate the premises on that day.

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Hal Logsdon  
Rental Officer