

IN THE MATTER between **JEAN SEBASTIEN DI CESARE**, Applicant, and **JOHN ST. LOUIS**, 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:

**JEAN SEBASTIEN DI CESARE**

Applicant/Landlord

- and -

**JOHN ST. LOUIS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 57(c) and 54(1)(a) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 4, 5124 - 49th Street, Yellowknife, NT shall be terminated on July 31, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of July, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **JEAN SEBASTIEN DI CESARE**, Applicant, and **JOHN ST. LOUIS**, Respondent.

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**JEAN SEBASTIEN DI CESARE**

Applicant/Landlord

-and-

**JOHN ST. LOUIS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **July 28, 2010**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Jean Sebastien Di Cesare, applicant (by telephone)**

**Date of Decision:**                      **July 28, 2010**

### **REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant served the respondent a notice of early termination pursuant to sections 54(1)(a) and 54(1)(f) of the *Residential Tenancies Act* on June 30, 2010 seeking vacant possession on July 9, 2010.

- 54.(1) Subject to subsection (2), a landlord may, at any time, give a tenant a notice of termination of at least 10 days, where**
- (a) the tenant has repeatedly and unreasonably disturbed the landlord's or other tenant's possession or enjoyment of the residential complex;**
  - (f) the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant.**

The application was filed on the same day. The respondent remains in possession of the premises. The applicant sought an order terminating the tenancy agreement.

The applicant alleged that the respondent had disturbed his enjoyment of the rental premises and impaired the safety of the landlord by repeatedly consuming crack cocaine in the premises. The applicant also stated that he shared bathroom and kitchen facilities with the respondent and that the behaviour of the respondent had created personal differences between them which made the continuation of the tenancy agreement unfair to either of them. Section 57(c) permits the termination of a tenancy agreement by order where these conditions exist.

**57. Where, on the application of a landlord, a rental officer determines that**

- (a) a tenant who, as a student or a staff member was provided with living accommodation that is not exempt from this Act by an educational institution, has ceased to meet the requirement for occupancy of the living accommodation,**
- (b) a tenant of subsidized public housing has ceased to meet the requirement for occupancy of the rental premises, or**
- (c) a landlord and a tenant who share a bathroom or kitchen facility have had personal differences that make the continuation of the tenancy unfair to either of them,**

**the rental officer may make an order terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.**

The applicant stated that he had direct knowledge of the respondent's drug use in the premises and that the respondent's behaviour had become unacceptable.

I find the termination of the tenancy to be a reasonable remedy. An order shall issue terminating the tenancy agreement on July 31, 2010.

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Hal Logsdon  
Rental Officer