

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MARTIN CRUX**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MARTIN CRUX

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(d) and 46(2)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 4, 5201 51st Street, Yellowknife, NT shall be terminated on September 30, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
September, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MARTIN CRUX**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MARTIN CRUX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 29, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant

Date of Decision: September 29, 2010

REASONS FOR DECISION

Attempts were made to personally serve a Notice of Attendance on the respondent. It appeared that there was someone in the premises but they refused to open the door. After several attempts, a Notice of Attendance was sent to the respondent by registered mail on September 14, 2010. Delivery of the notice was attempted but at the date of the hearing, the delivery of the notice had not been confirmed. In my opinion, the respondent is intentionally avoiding service and it is not unreasonable to deem service pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had threatened one of their employees with a knife on July 31, 2010. The applicant testified that the police were summoned and the respondent arrested. The applicant stated that their employee was frightened to be in the residential complex when the respondent was present and was unable to perform his duties. A victim impact statement by the employee was provided in evidence. The applicant sought an order terminating the tenancy agreement. The application was made pursuant to section 54(1)(f) but there was no evidence that a notice of early termination had been served on the respondent.

On the balance of probabilities, I find that the respondent did seriously impair the safety of the landlord as well as the other tenants in the residential complex. Notwithstanding the landlord's apparent failure to serve a notice of early termination there are certainly adequate grounds to terminate the tenancy agreement pursuant to section 46 and section 43.

46. (1) A tenant shall not commit an illegal act or carry on an illegal trade, business or occupation, or permit another person to do so, in the rental premises or in the residential complex.

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

An order shall issue terminating the tenancy agreement between the parties on September 30, 2010. Should the respondent fail to vacate the premises, the applicant may file for an order evicting the respondent.

Hal Logsdon
Rental Officer