

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARIA GREENLAND AND DANIEL ELANIK**, Respondents;

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 **INUVIK, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

MARIA GREENLAND AND DANIEL ELANIK

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 two thousand nine hundred eighteen dollars (\$2918.00).
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 137 Gwichin Road, Inuvik, NT shall be terminated on February 18, 2011 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARIA GREENLAND AND DANIEL ELANIK**, 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.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

MARIA GREENLAND AND DANIEL ELANIK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 9, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant

Date of Decision: February 9, 2011

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and 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 applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2968. The monthly rent for the premises is \$1850. The applicant also provided eight letters from another tenant in the residential complex containing complaints about disturbances. The complaints include loud parties, fighting and underage drinking. The complaints indicate that the police have attended the premises on numerous occasions.

The rent statement contains a security deposit posting error. The full security deposit of \$1850 has been paid in full however the account has been debited for \$1900. The applicant acknowledged the error at the hearing and agreed that the balance owing should be \$2918.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2918. I find the respondents in breach of their obligation to not disturb other tenants. In my

opinion, there are sufficient grounds to terminate the tenancy agreement for non-payment of rent and repeated disturbances.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2918 and terminating the tenancy agreement on February 18, 2011.

Hal Logsdon
Rental Officer