

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **KIOK PERLEY**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

KIOK PERLEY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand two hundred ninety six dollars (\$3296.00).
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 215, 5302-51st Street, Yellowknife, NT shall be terminated on March 26, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **KIOK PERLEY**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

KIOK PERLEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 16, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lindsey Dwojak, representing the applicant

Date of Decision: March 16, 2012

REASONS FOR DECISION

This matter was scheduled for hearing on February 28, 2012. The respondent appeared by telephone and requested a two week adjournment. The applicant did not object to the adjournment and the parties agreed to a hearing date of March 16, 2012 at 9:30 AM by teleconference. Both parties were provided with the telephone number and participant code for the teleconference and advised that no further notices would be provided. The respondent failed to appear at the hearing on March 16 and the hearing was held in his absence.

The application names Kiok and Robert Pearly as respondents but the written tenancy agreement names only Kiok Pearly as a tenant. The applicant agreed that the application should only name Kiok Pearly as respondent. The style of cause of the order has been amended to reflect the true parties to the tenancy agreement.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3296. This amount includes one charge of \$30 for an NSF cheque and penalties for late payment of rent. The monthly rent for the premises is \$1630.

The applicant testified that there had been numerous incidents of disturbance including loud parties, fighting and damages to the building. Two notices dated September 20 and November 8, 2011 were provided in evidence outlining loud parties on September 17 and October 31, 2011. A written complaint from another tenant in the residential complex dated March 5, 2012 outlined repeated disturbances and a recent incident on March 3-4, 2012 involving banging and yelling in apartment 215. The applicant stated that the police had attended the building due to the complaints and that she had direct knowledge of several of the incidents.

I find the statement of rent in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3296. I also find the respondent in breach of his obligation to not disturb other tenants in the residential complex. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent. The rent is more than two months in arrears and the repeated disturbances show little or no sign of abatement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3296 and terminating the tenancy agreement on March 26, 2012. An eviction order to be effective on March 27, 2012 shall be issued separately.

Hal Logsdon
Rental Officer