

IN THE MATTER between **YAMOURI INN LTD.**, Applicant, and **DWAYNE SEMPLE**, 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 **NORMAN WELLS, NT.**

BETWEEN:

YAMOURI INN LTD.

Applicant/Landlord

- and -

DWAYNE SEMPLE

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 one thousand eight hundred fifty dollars (\$1850.00).
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 #8, 6-8 Woodland Crescent, Norman Wells, NT shall be terminated on June 8, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of May, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YAMOURI INN LTD.**, Applicant, and **DWAYNE SEMPLE**, 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:

YAMOURI INN LTD.

Applicant/Landlord

-and-

DWAYNE SEMPLE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 31, 2012
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Peter Guther, representing the applicant Dwayne Semple, respondent
<u>Date of Decision:</u>	May 31, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the 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 and terminating the tenancy agreement between the parties.

The applicant testified that the monthly rent for the premises was \$1300 but was raised to \$1500 effective December 1, 2011. The applicant provided in testimony the dates and amounts of rent payments made by the respondent from November 1, 2011 to present which totalled \$7850. The applicant alleged that the amount owing was \$2450 calculated as follows:

November/11 rent @ \$1300	\$1300
December/11 to May /12 rents @ \$1500/month	9000
Payments made November/11 to present	<u>(7850)</u>
Balance owing	\$2450

The applicant stated that the respondent had frequent loud parties that disturbed other tenants in the 12 unit apartment building. The applicant stated that he lived in the building and had direct knowledge of the disturbances. He also stated that the RCMP had attended the premises on several occasions and that other tenants, including one who moved out due to the disturbances, had complained about the noise. The applicant alleged that the respondent permitted many visitors to enter the building that caused disturbances in the hallways. The applicant stated that the last party held in the respondent's apartment was on the Easter weekend. He stated that the party continued through the entire weekend.

The respondent disputed the disturbances and the rent and sought an adjournment so that he could provide additional evidence regarding both matters. The adjournment was denied. The respondent has had the application for a full month, has known about the hearing for almost three weeks and has had adequate time to assemble any evidence he requires. All of the allegations of the applicant have been made through testimony. The respondent can adequately defend himself with testimony alone.

The respondent testified that the landlord failed to provide the required written notice for the December 1, 2011 rent increase. The respondent stated that he did get a written notice but wasn't sure when he was served. He did not have a copy of the notice nor did the applicant. I am confident that the respondent was served with a written notice and that the rent had not been increased for the past twelve months. On the balance of probabilities, I shall assume the written notice was served on December 1, 2011 making the effective date March 1, 2012. Making that adjustment, the resultant rent arrears would be \$1850 calculated as follows:

Alleged arrears	\$2450
less \$200 x 3 months	<u>(600)</u>
Rent arrears	\$1850

The respondent stated that the entrance door to the building was not secure allowing unauthorized entry. He stated that the door had a code lock but many people in town knew the code and entered the building. He stated that he had called the RCMP on several occasions because people in the hallway were disturbing him. The respondent acknowledged that he had parties which may have been loud and disturbing, but that the landlord was trying to blame him

for all the noise in the building.

The respondent stated that he had found another place to live and intended to vacate the apartment today.

During my final questioning of the respondent concerning the rent arrears and before the hearing was adjourned, the respondent stated "you make your decision or whatever; I gotta go; I gotta run. Goodbye." The respondent left the conference call and I concluded the hearing in his absence.

I accept the respondent's testimony that people are entering the building and are creating some of the observed disturbances. The applicant has not provided any evidence that the respondent has permitted these people to enter the building. I also accept the applicant's direct observations of disturbances originating from the respondent's apartment and in my opinion, they are significant and provide sufficient grounds, along with the rent arrears to terminate the tenancy agreement. Notwithstanding the respondent's stated intention to vacate the premises, in my opinion, a termination order is reasonable as the parties have not terminated the tenancy agreement in any other way.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1850 and terminating the tenancy agreement on June 8, 2012.

Hal Logsdon
Rental Officer