

IN THE MATTER between **VQ84 INVESTMENTS LTD.**, Applicant, and **JORDON BALANUIK**, 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:

VQ84 INVESTMENTS LTD.

Applicant/Landlord

- and -

JORDON BALANUIK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 3011 - 10 Woodland Drive, Norman Wells, NT shall be terminated on September 30, 2012 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **VQ84 INVESTMENTS LTD.**, Applicant, and **JORDON BALANUIK**, 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:

VQ84 INVESTMENTS LTD.

Applicant/Landlord

-and-

JORDON BALANUIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 4, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Bob Greek, representing the applicant
Damen Anderson, representing the applicant
Kelly Anderson, representing the applicant
Jordon Balanuik, respondent

Date of Decision: September 5, 2012

REASONS FOR DECISION

The application alleged that the respondent had breached a previous order by failing to pay rent on time, disturbing other tenants in the residential complex and failing to dispose of garbage in accordance with the rules established in the tenancy agreement. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

An order was issued on November 4, 2010 (file #20-11701) requiring the respondent and two other joint tenants to pay future rent on time, to comply with their obligation to not disturb other tenants and to not create any disturbance in the future and to not breach the rules established by the landlord regarding the disposal of garbage.

Mr. Greek stated that the three parties to that tenancy agreement assigned the tenancy agreement to the respondent as sole tenant on April 27, 2012.

Mr. Greek stated that he had received a noise complaint at 5:30 AM on July 14, 2012. He stated that he attended the rental premises finding three very intoxicated persons on the back deck talking very loudly. He also provided a copy of a written complaint from another tenant complaining of repeated incidents of disturbance including loud music, fighting and intoxicated persons.

The application also included two letters of complaint concerning garbage placed on the back deck of the premises. One of the complaints stated that the garbage had been spread all over the

deck by animals.

Ms. Anderson stated that the rents for April, May and July, 2012 were not paid on time. The April and May rents were 2-3 days late and the July rent was not paid until July 30. The written tenancy agreement between the parties, submitted in evidence by the applicant, obligates the tenant to pay the monthly rent on the first day of every month.

The respondent stated that he was working out of town on July 14, 2012 but acknowledged that a friend was occupying the premises with his permission. The respondent stated that he did not own a sound system and believed the complaint from the adjoining tenant regarding loud music must relate to another unit. The respondent stated that he did not pay the July rent on time because he was working out of town.

I find the respondent in breach of his obligation to pay rent on the days it is due and his obligation to dispose of garbage in accordance with the landlord's established rules. A tenant is responsible for disturbances created by persons that they permit in the premises. The respondent is therefore in breach of his obligation to not disturb other tenants. All of these also constitute breaches of the previous order. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement on September 30, 2012.

Hal Logsdon
Rental Officer