

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**TAMARA VOUDRACH AND SARAH MCCARTHY**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**TAMARA VOUDRACH AND SARAH MCCARTHY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine hundred seventy dollars (\$970.00).
2. Pursuant to sections 43(4)(a) and 43(4)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb other tenants in the residential complex and shall not create any disturbances in the future.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 301, 60 Bompas

Street shall be terminated on December 14, 2012 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for December, 2012 in the total amount of two thousand four hundred seventy dollars (\$2470.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of November, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**TAMARA VOUDRACH AND SARAH MCCARTHY**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**TAMARA VOUDRACH AND SARAH MCCARTHY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 20, 2012

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Bright Lubansa, representing the applicant  
Tamara Voudrach, respondent

**Date of Decision:** November 25, 2012

### **REASONS FOR DECISION**

The application was filed on July 26, 2012 naming Ms Voudrach, Ms McCarthy and two other joint tenants of #8 Nanuk Place. The application alleged that the respondents had failed to pay rent and had disturbed other tenants in the residential complex. The matter was set for hearing on August 29, 2012. The matter was adjourned sine die because the applicant had entered into another tenancy agreement with Ms Voudrach and Ms McCarthy for premises at 60 Bompas Street. There were no rent arrears for #8 Nanuk Place. The applicant was directed to amend the application to reflect the proper names of the tenants and the proper address of the premises. The matter was set for hearing on November 20, 2012. The style of cause of this order and the address of the rental premises have been amended accordingly.

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 and evicting the respondents.

The applicant provided two reports from security staff, outlining incidents of disturbance on August 18 and October 6, 2012. The applicant also provided a letter of complaint from the Inuvik Housing Authority, who rents units in the complex for public housing, regarding a complaint from one of their tenants on September 4, 2012. Another letter from a tenant in the complex complained about someone spitting from their apartment.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$1405.48. Of that amount \$435.48 is an outstanding security deposit.

The respondent disputed the September 4 incident and stated that she did not recall the October 6 incident. The respondent acknowledged that there had been a dinner party at her apartment on August 18 which lasted late into the night but denied that there were any further disturbances later the next morning. The respondent did not dispute the alleged rent arrears.

I find that there was some disturbance on both August 18 and October 6. Both incidents were recorded and directly experienced by the security staff. There is no direct evidence to support the September 4 incident. The Housing Authority simply reported a complaint. The alleged spitting incident is similar in that the leasing agent who filed the complaint did not witness the event. I am satisfied that some disturbance did occur but in my opinion, it does not warrant the termination of the tenancy agreement.

Ignoring the security deposit which was not a part of this application, I find rent arrears of \$970 calculated as follows:

Balance as per statement	\$1405.48
less security deposit debit	<u>(435.48)</u>
Rent arrears	\$970.00

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$970 and terminating the tenancy agreement on December 14, 2012 unless the rent arrears and the December, 2012 rent totalling \$2470 are paid in full. I calculate that amount as follows:

Rent arrears	\$970
December, 2012 rent	<u>1500</u>
Total	\$2470

The respondents are also ordered to comply with their obligation to not disturb other tenants in the residential complex and to not create any disturbances in the future.

An eviction order to be effective on December 17, 2012 unless the rent arrears and the December, 2012 rent are paid in full shall be issued separately.

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Hal Logsdon  
Rental Officer