

IN THE MATTER between **GBH Holdings Ltd.**, Applicant, and **William Day**,
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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises located within the **Town of Inuvik in the Northwest
Territories.**

BETWEEN:

GBH HOLDINGS LTD.

Applicant/Landlord

- and -

WILLIAM DAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the Respondent shall comply with his obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.
2. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the Respondent shall not breach his obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

3. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the Application and the Respondent regarding the rental premises known as Apartment 15, 40 Tununuk Place, in Inuvik, Northwest Territories, shall be terminated on June 30, 2013, and the Respondent shall vacate that premises on or before that date.
4. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the Respondent shall compensate the landlord for the use and occupation of the rental premises for each day he remains in occupation following the termination date of June 30, 2013, calculated at a rate of \$36.16 (thirty-six dollars sixteen cents) per day.

DATED at the City of Yellowknife in the Northwest Territories this 10th day of June 2014.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

GBH HOLDINGS LTD.

Applicant/Landlord

-and-

WILLIAM DAY

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 7, 2013
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, via Teleconference
<u>Appearances at Hearing:</u>	Greg Murphy, representing the Applicant William Day, the Respondent
<u>Date of Decision:</u>	June 7, 2013

REASONS FOR DECISION

Application

This application package submitted by the Applicant regarding the rental premises known as Apartment 15, 40 Tununuk Place, in Inuvik, Northwest Territories, was received and filed by the Rental Office on May 15, 2013. The Applicant personally served a copy of the filed application on the Respondent on May 21, 2013.

The Applicant indicated in the application package they were seeking the following remedy:

- Termination of the tenancy agreement for repeatedly disturbing the landlord's and other tenants' enjoyment of the rental premises and residential complex

Included in the application package were the following exhibits:

Exhibit 1: Two Violation of Building Rules Warnings dated April 20, 2013

Exhibit 2: Tenancy Agreement signed March 4, 2013

Hearing

A hearing was scheduled for June 7, 2013, via teleconference. The Applicant appeared at hearing represented by Mr. Greg Murphy. The Respondent also appeared at hearing.

Submissions

At hearing the Applicant reiterated they were seeking termination of the tenancy agreement and eviction from the premises by June 14th for continued disturbance of quiet enjoyment of the rental premises and complex. He indicated that the disturbances began occurring just prior to April 20th, consisting of public drunkenness, noise and partying from the residence, and urinating in the building hallway. Initially verbal warnings were given, including a request by the landlord that the tenant find another place to live. The Applicant indicated the Respondent had agreed to find another place to live when asked to do so, but has not followed through. Written warnings were issued on April 20, 2013, which were included in the application package. Further disturbances occurred after that and the Applicant indicated that he had received complaints from other tenants regarding the Respondent. The last occurrence for which a written notice was given to the

Respondent was on June 1, 2013. The Applicant provided the Rental Office with a copy of this notice post-hearing via fax received June 7, 2013. The Applicant submitted that the Respondent's behaviour was intolerable and he could not continue living at the residence as it was affecting both the landlord's and the other tenants' enjoyment of the residential complex.

The Respondent did not dispute the allegations put forth by the Applicant and in fact offered apologies for his behaviour. He admitted to having parties and although he doesn't actually remember all the offences referenced by the Applicant he does not deny them. His only request today was to extend the termination date of his tenancy as he was awaiting approval from the local housing authority to receive a public housing unit, of which he would have occupancy on July 1st. The authority's board is scheduled to meet and make a determination on June 19th. Regardless of the outcome of the authority's meeting on whether or not to grant housing to the Respondent, he has agreed to be moved out by June 30th. The Respondent further confirmed that the housing authority has a premises available for him to move into on July 1st, pending the board's approval. Should the board withhold approval for the Respondent to take possession of the housing authority unit, the Respondent indicated he would still move out of the current premises before July 1st and find alternate accommodation.

Determinations

The Tenancy Agreement sets out the terms for the tenancy of the rental premises between the landlord and tenant. This Tenancy Agreement was made out between GBH Holdings Ltd. and William Day and Brenda Bernhardt, and was signed by Gregory Murphy and William Day on March 4, 2013, for the tenancy to commence on that date. The Applicant confirmed that it was his intention to enter into a new tenancy agreement with Ms. Bernhardt alone upon termination of the current tenancy agreement. Mr. Day did not dispute the tenancy agreement or its terms. I accept that the tenancy agreement in question is a valid one and that William Day is one of two tenants responsible for the agreement.

The Violation of Building Rules Warnings are written notices of breaches of the tenancy agreement, in this case regarding disturbing the possession and quiet enjoyment of the premises and complex. The Respondent did not dispute the occurrences as laid out and I accept that these warnings accurately speak to disturbances which have occurred. I find that the Respondent is in violation of section 43(1) of the *Residential Tenancies Act*, which states:

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

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In light of the extent of the disturbances which have occurred during this short tenancy, which have not been disputed by the Respondent, and the negative impact they have had on the landlord's and other tenants' enjoyment of the residential complex, I find that termination of the tenancy is justified. Considering the Respondent's stated intention to vacate the premises by July 1, 2013, as well as his assurances that he will not cause further disturbances while he remains there, I find that terminating the tenancy effective June 30, 2013, would be appropriate. I further find that an order evicting the Respondent should he fail to vacate the premises is in order.

Order

An order will issue requiring the Respondent to comply with his obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, not to breach his obligation again, terminating the tenancy on June 30, 2013, and requiring the Respondent to compensate the Applicant for each day's use and occupation of the rental premises after the termination date.

An order for eviction shall follow under separate cover.

Adelle Guigon
Deputy Rental Officer