

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RICHARD SHUSHACK, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

RICHARD SHUSHACK

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 six thousand eight hundred fifty six dollars and fifty cents (\$6856.50).
2. 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 14, 5023 - 48th Street, Yellowknife, NT shall be terminated on April 30, 2014 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of six thousand eight hundred fifty six dollars and fifty cents (\$6856.50) are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
RICHARD SHUSHACK, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

RICHARD SHUSHACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 2, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Richard Shushack, respondent

Date of Decision: April 2, 2014

REASONS FOR DECISION

The respondent's family name was incorrectly spelled on the application. The order shall reflect the correct spelling of the respondent's name.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and had breached section 46 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

Section 46 of the Act prohibits illegal activities.

46. (1) A tenant shall not commit an illegal act or carry on an illegal trade, business or occupation, or permit another person to do so, in the rental premises or in the residential complex.

The applicant referred to a newspaper article which reported that a large quantity of illicit drugs had been discovered in the respondent's apartment on February 25, 2014 after firefighters responded to an alarm caused by a smoking pot left on the stove in the apartment. The news article indicated that the apartment was vacant when the drugs were discovered and that police determined that Mr. Shushack was the tenant through documents found in the apartment. The article stated that the respondent had been charged with possession for the purpose of trafficking and had been released from custody pending his next court appearance on June 17, 2014. The applicant's representative had no direct knowledge of the incident.

The respondent stated that he was working out of town at a remote work site when the incident occurred. The respondent is the sole tenant.

In order to find the respondent in breach of section 46, I would have to find, on the balance of probabilities, that the illicit drugs were the property of the respondent or the property of another person that the respondent knowingly permitted to keep the drugs in the rental premises. In my opinion, the evidence does not adequately support either of these conclusions.

If the respondent was not in town when the drugs were discovered, which is supported by the respondent's testimony and the newspaper article and the alarm was activated by a burning pot in the apartment, then clearly, another person was occupying the apartment at the time. Therefore the possession of the drugs, in my opinion, is in question. If the drugs were the property of the occupant, there is no evidence to support that the respondent knowingly permitted him or her to keep the drugs in the rental premises. I can not find the respondent in breach of section 46.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$6856.50. The monthly rent for the premises is \$1495 and the applicant holds a security deposit of \$1495.

The respondent did not dispute the allegations concerning rent and stated that he would pay the full amount owing promptly.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$6856.50. 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 respondent to pay the applicant rent arrears of \$6856.50 and terminating the tenancy agreement on April 30, 2014 unless the rent arrears are paid in full. An eviction order to be effective on May 1, 2014 unless the rent arrears are paid in full on or before April 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer