

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHRISTINE ALAINGAYOK AND JASON BALSILLE, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

CHRISTINE ALAINGAYOK AND JASON BALSILLE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand six hundred seventy nine dollars and fifty cents (\$4679.50).
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 10, 4508 - 49th Avenue, Yellowknife, NT shall be terminated on October 31, 2014 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.
3. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondents shall not

create any disturbances in the future.

4. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondents shall not breach their obligation to pay for electricity in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of October, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHRISTINE ALAINGAYOK AND JASON BALSILLE, 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-

CHRISTINE ALAINGAYOK AND JASON BALSILLE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 8, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant
Christine Alaingayok, respondent
Jason Balsille, respondent

Date of Decision: October 8, 2014

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant also alleged that the respondents had failed to pay for electricity which resulted in the disconnection of service. The applicant alleged that the respondents had been using an electrical outlet in the hallway to service the apartment. 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 a statement of the rent account which indicated a balance owing of \$4679.50. The monthly rent is \$1605. The respondents did not dispute the rent arrears.

The applicant provided two written complaints from other tenants in the residential complex concerning incidents of disturbance in October and November, 2013. The disturbances were reported as yelling and arguing late at night and early in the morning. The respondents acknowledged the disturbances. The applicant stated that no other complaints had been received since November, 2013.

The applicant also provided two reports from security personnel outlining vagrants found sleeping in the building in April, 2014. The report notes that on questioning, the vagrants stated that the respondents had given them keys to the building. The respondents acknowledged knowing the persons involved but denied giving keys to them or anyone else.

Although it is clear that there were two disturbances in late 2013, it appears that no other complaints have been received since that date. The evidence regarding the vagrants being permitted in the building is not adequately supported by the evidence. The applicant's only evidence is hearsay. In my opinion, the two documented and acknowledged disturbances in late 2013 do not in themselves, warrant termination of the tenancy agreement.

The respondents stated that the electrical service to the apartment had been re-established.

The rent arrears are significant and it appears that the respondents have taken little or no action to remedy the situation. In my opinion, there are reasonable grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. I find the rent arrears to be \$4679.50.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$4679.50 and terminating the tenancy agreement on October 31, 2014 unless the rent arrears are paid in full.

The respondents shall also be ordered to not create any disturbances in the future and to not breach their obligation to pay for electricity again.

An eviction order to be effective on November 1, 2014 unless the rent arrears of \$4679.50 are paid on or before October 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer