

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BRIAN STIRRETT**, Respondent;

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 -

BRIAN STIRRETT

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 five hundred sixty three dollars and eleven cents (\$563.11).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BRIAN STIRRETT**, 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-

BRIAN STIRRETT

Respondent/Tenant

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 Dyson, witness for the applicant
Pat Loeppky, witness for the applicant
Brian Stirrett, respondent

Date of Decision: November 3, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, disturbing other tenants in the residential complex and by conducting illegal activities in the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance owing of \$563.11 as at October 1, 2014. The applicant stated that no payments of rent had been received since that date. The monthly rent for the premises is \$1265 and the respondent holds a security deposit of \$1265.

The respondent did not dispute the amount of rent owing and stated that it would be promptly paid.

The applicant stated that the respondent had been charged with a drug offence. The respondent acknowledged that he had been charged with an offence but provided no details and expressed his innocence.

The applicant's witness, Ms Dyson, testified that she lived across the street from the residential complex and had often seen persons at the respondent's apartment window who appeared to be engaged in some kind of transaction with the respondent. The respondent testified that since he

did not have a telephone, persons who wished to enter the building to visit him had to communicate with him at the window to gain entry. Ms Dyson stated that few if any of the persons she has noticed at the window entered the building.

The applicant's other witness stated that the respondent's apartment window was obscured with things hanging in it. The respondent stated that the window observed by the witness was not his window.

The applicant provided no details regarding complaints from other tenants in the residential complex.

The Territorial Court schedule lists an appearance of the respondent on November 25, 2014 to speak to a charge pursuant to section 5(1) of the *Controlled Drugs and Substances Act*.

Section 46 of the *Residential Tenancies Act* prohibits a tenant from committing an illegal act or carrying on an illegal business in the rental premises or the residential complex.

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.

Section 43 of the Act prohibits a tenant from disturbing the landlord or other tenants.

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

On the balance of probabilities, I cannot conclude from the evidence that the respondent committed an illegal act in the rental premises. The pending charges do not indicate that the alleged transactions took place in the premises and the testimony by the witnesses does not convince me that the activity observed were transactions of an illegal nature. I fail to see the relevance of Ms Loeppky's evidence. I find no evidence that other tenants in the residential complex were disturbed by any activity by the respondent. There is no detail regarding any of the police activity or any indication of what or how much alleged illegal substance was involved or if any was discovered in the premises.

I do find that the respondent has failed to pay the full amount of rent but, in my opinion, it does not warrant the termination of the tenancy agreement. On the date of the hearing, less than 50% of the October rent was unpaid and it was only eight days late.

I find rent arrears of \$563.11 and shall issue an order requiring the respondent to pay the applicant that amount and to pay future rent on time. The request for an order terminating the tenancy agreement and an eviction order are denied.

Hal Logsdon
Rental Officer