

IN THE MATTER between **CIARA MANOR**, Applicant, and **MARGARET LAFFERTY**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

CIARA MANOR

Applicant/Landlord

- and -

MARGARET LAFFERTY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #307, 4402 School Draw Avenue, Yellowknife, NT shall be terminated on February 15, 2002 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of January, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **CIARA MANOR**, Applicant, and **MARGARET LAFFERTY**, Respondent.

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BETWEEN:

CIARA MANOR

Applicant/Landlord

-and-

MARGARET LAFFERTY

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REASONS FOR DECISION

Date of the Hearing: January 22, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Hope Sturm, representing the applicant
Margaret Lafferty, respondent
Diane Jamieson, assisting the respondent

Date of Decision: January 22, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by repeatedly disturbing other tenants' quiet enjoyment of the residential premises and complex and sought an order terminating the tenancy agreement between the parties. The applicant served a notice of termination on the respondent on November 28, 2001 seeking vacant possession of the premises on December 31, 2002. The respondent failed to vacate the premises.

The applicant provided four letters from tenants in the complex, outlining numerous incidents of disturbance caused by the respondent. The applicant testified that she had warned the respondent verbally on numerous occasions believing that the respondent was unable to read. One written warning notice was served on the respondent in September, 2001. The applicant testified that there had been no reduction in the frequency or severity of the disturbance since the warning notice and termination notice were served. The applicant indicated that the disturbances had, in fact, grown worse.

The respondent testified that she had no telephone and had to ask other tenants to call cabs for her. She indicated that there were other people who had loud parties in the building but that she had never complained.

The respondent has lived in the premises since December, 1993. A report by the previous manager, dated March 10, 1994 suggests some disturbances early in the tenancy. The remainder

of the evidence suggests that other tenants have been willing to put up with some disturbance by the respondent until recently, when it appears to have escalated both in frequency and severity.

The respondent does not appear to consider the disturbances to be a problem. I have little confidence that further warnings will have any effect in curtailing the disturbance. In my opinion, the only remaining remedy available is termination of the tenancy agreement. In my opinion, I am obliged, given the evidence, to apply the remedy of termination to enable the landlord to fulfil their obligation to the other tenants in the complex.

I find that the respondent breached the tenancy agreement by repeatedly disturbing other tenants in the building. An order shall be issued terminating the tenancy agreement between the parties on February 15, 2002. The respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer