

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JACK ROESLER AND GEORGINA ROESLER**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

JACK ROESLER AND GEORGINA ROESLER

Respondents/Tenants

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 #109, 42 Con Road, Yellowknife, NT shall be terminated on May 31, 2003 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JACK ROESLER AND GEORGINA ROESLER**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JACK ROESLER AND GEORGINA ROESLER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: May 14, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on May 2, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had repeatedly disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement between the parties.

The applicant has served six notices on the respondents outlining incidents of disturbance between February, 2002 and March, 2003. The applicant testified that the notices were prepared based on information provided by other tenants or security staff. The applicant also provided a letter from another tenant in the residential complex complaining about persistent noise from the respondents' apartment.

Several of the notices outlined incidents of fighting and violence. The letter from the other tenant also outlined fighting, yelling and violent sounds. The evidence suggests that the disturbances may be considerably more disturbing and threatening to other tenants than a noisy weekend party. The notices do not appear to have had any effect on the frequency of the disturbances.

Disturbances are particularly objectionable as they deprive other tenants from of their right to quiet enjoyment. When a tenant is repeatedly advised that his behaviour is disturbing other tenants and continues to disturb, there are no effective remedies left but to terminate the tenancy of the offending tenant. The respondents have been repeatedly warned yet have continued to

disturb. In my opinion, termination of the tenancy agreement is the only remaining remedy to ensure other tenants may fully enjoy the premises in the future.

I find the respondents have repeatedly disturbed other tenants' quiet enjoyment of the residential complex and shall issue an order terminating the tenancy agreement between the parties on May 31, 2003. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer