

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **BRIAN GULLY AND CHERYLYNNE NASOGALUAK**,
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 **INUVIK, NT**.

BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

BRIAN GULLY AND CHERYLYNNE NASOGALUAK

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 rental premises known as Apartment 108, 36 Ducklake Road, Inuvik, NT shall be terminated on September 10, 2003 and the respondents shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **BRIAN GULLY AND CHERYLYNNE NASOGALUAK**,
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-and-

BRIAN GULLY AND CHERYLYNNE NASOGALUAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 22, 2003

Place of the Hearing: Inuvik, NT via videoconference

Appearances at Hearing: Tanya Gruben, representing the applicant
Cherylynn Nasogaluak, respondent

Date of Decision: August 25, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by repeatedly disturbing other tenants' quiet enjoyment of the rental premises and sought an order terminating the tenancy agreement between the parties.

The applicant testified that a noisy party in the respondents' apartment on March 11, 2003 had disturbed several other tenants who complained to the landlord. A notice was served on the respondents reminding them of their obligation to not disturb other tenants and warning them that future disturbances would result in eviction. The applicant testified that another noisy party was reported by other tenants on July 9, 2003. The building superintendent asked the respondents to keep the noise down but the party continued into the early morning. The applicant testified that during the early morning, people from the party left in a van which became stuck in the parking lot, making considerable noise and disturbing other tenants. After the July incident, the applicant served a notice of early termination on the respondents and filed an application to a rental officer. The applicant indicated that the respondents had failed to give up possession of the premises. The applicant also noted another incident in February, 2003 where the respondents were arguing with each other and knocking on the superintendents door between 2:30-4:00AM to use the phone.

The respondent did not dispute that there were noisy parties on March 11 and July 9, 2003. She indicated that the occupants of the stuck van had not been at the party but that she had joined them after leaving the party. She also indicated that she did not get any warning letters for alleged incidents before March 11.

From the evidence presented, it is evident that after March incident, that the landlord intended to seek termination of the tenancy agreement if there were any further disturbances. During the party in July, the respondents were told to keep the noise down but failed to comply with the request. The behaviour of the respondents suggests that warnings have little or no effect. Other tenants in the residential complex have a right to quiet enjoyment. Termination of this tenancy agreement appears to be the only remaining remedy which will ensure that other tenants will not be disturbed in the future.

An order shall be issued terminating the tenancy agreement on September 10, 2003. The respondents shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer