

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **MAVIS BRULE**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

MAVIS BRULE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 3 Phinney Court, Yellowknife, NT shall be terminated on June 15, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of June,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

MAVIS BRULE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 30, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant

Date of Decision: June 1, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 14, 2005 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the tenant had repeatedly disturbed her neighbours and sought an order terminating the tenancy agreement between the parties. The rental premises is a single family dwelling. The parties complaining about the noise are neighbours. They are not tenants of the landlord and do not live in the same residential complex.

Section 43 of the *Residential Tenancies Act* sets out a tenant's obligation to not disturb.

- 43.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.**
- (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant shall be deemed to be a disturbance caused by the tenant.**

Section 43 refers only to the landlord or other tenants. Accordingly, a tenant who disturbs neighbours who are not tenants or the landlord is not in breach of the Act.

However, sections 45 and 10 of the Act permit a tenant to undertake additional obligations provided they are reasonable and not inconsistent with the Act or the Schedule.

- 45.(1) Where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.**

10.(1) A tenancy agreement shall be deemed to include the provisions of the residential tenancy agreement set out in the Schedule and any provision of the tenancy agreement that is inconsistent with the provisions of the residential tenancy agreement set out in the Schedule or this Act is of no effect.

Clause 15(c) of the tenancy agreement between the parties contains the following obligation of the tenant:

“that the Tenants and all dependents of the Tenant shall conduct themselves in a reasonable and orderly manner with respect to their neighbours and members of their respective communities, and without limiting the generality of any of the provisions of this Agreement, or theses policies, the Tenant will abide by any and all civic by-laws of the City of Yellowknife;”

In my opinion, this additional obligation, particularly the reasonable and orderly conduct with respect to neighbours, is not inconsistent with the Act or the Schedule and is reasonable in all circumstances. Therefore, in my opinion, disturbance of neighbours may be considered a breach of the additional obligation contained in this tenancy agreement and is enforceable.

The applicant provided numerous letters of complaint from two neighbours outlining specific disturbances between December 15, 2004 and May 13, 2005. Most involve drunkenness and loud parties and boisterous persons coming and going from the premises late at night. The applicant has sent warnings to the tenant and her daughter and the police have attended the premises on several occasions. The incidents appear to have become more frequent in April and May, 2005. The applicant served a notice of early termination on the respondent seeking vacant possession on April 20, 2005 but the respondent remains in possession.

I find the respondent in breach of her obligation to not disturb neighbours. Despite numerous

warnings, there does not appear to be any abatement of the disturbance. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue terminating the tenancy agreement between the parties on June 15, 2005 and requiring the respondent to vacate the premises on that date.

Hal Logsdon
Rental Officer