

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **SHARON VILLENEUVE**, 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:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**SHARON VILLENEUVE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants and shall not create any disturbance in the future.

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**SHARON VILLENEUVE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 13, 2005 continued on May 30, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Lucy Gillard, representing the applicant  
Sharon Villeneuve, respondent  
Arlene Hache, representing the respondent (May 13)  
Norah Higden, representing the respondent (May 30)

**Date of Decision:** June 1, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on time and disturbing other tenants. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant presented a number of documents pertaining to the allegations at the hearing and the respondent asked for an adjournment to examine the material and prepare a response. As the material had not been included with the application or previously served on the respondent, the matter was adjourned to May 30, 2005.

At the continuation of the hearing, the applicant stated that since the application was filed, all outstanding rent had been paid but the monthly rent had not been paid on the days it was due.

The applicant noted that a previous order (File #10-8182, filed on December 20, 2004) required the respondent to pay future rent on time. The applicant also referred to four occurrence reports completed by security staff outlining incidents of disturbance between April 14, 2005 and May 5, 2005. Most described loud parties or loud voices and music. One letter from another tenant in the residential complex was also offered in evidence, complaining of a loud party and what sounded like fighting. The occurrence reports note that the occupants were warned by the security staff.

Two notices were served on the respondent by the landlord regarding the disturbances and the police attended the premises on one occasion. The applicant served a notice of early termination seeking vacant possession on April 29, 2005. The respondent remains in possession.

The respondent stated that several of the incidents were caused by her boyfriend when she was away and stated that he is no longer living in the premises. She claimed she did not receive the notices given by the landlord.

I am confident that the respondent was made aware that she was disturbing others in the building. If she did not receive the landlord's notices, she was warned verbally by the security staff who attended the premises on several occasions.

I note that there is no evidence of disturbance since May 5, 2005. The applicant confirmed that there had been no disturbances since that date. The abatement of the disturbance and the departure of the respondent's boyfriend, who apparently was a source of some of the problems, suggest that this tenancy should perhaps be permitted to continue.

I find the respondent in breach of her obligation to not disturb other tenants and also in breach of her obligation to pay rent on the days it is due (despite the previous order to pay rent on time). An order shall issue requiring the respondent to comply with her obligation to not disturb other tenants and to not create any disturbance in the future. Should any future disturbance occur or should the respondent continue to pay rent late, the landlord may file a future application seeking termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer