

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JOHN TATTI**, 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 -

**JOHN TATTI**

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 109, 600 Gitzel Street, Yellowknife, NT shall be terminated on July 31, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of July,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JOHN TATTI**, 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.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**JOHN TATTI**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 7, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Sharon Hysert, representing the applicant John Tatti, respondent (by telephone)</b>
<b><u>Date of Decision:</u></b>	<b>July 12, 2005</b>

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex. The applicant served a notice of early termination on the respondent seeking vacant possession of the premises on June 18, 2005. The respondent remains in possession. The application was filed on June 13, 2005 seeking an order terminating the tenancy agreement.

The applicant alleged that the respondent had disturbed other tenants in the residential complex on six occasions between January and June, 2005. The applicant provided notices and incident reports containing details of four of those incidents. All four detailed loud music and voices or loud parties in the premises. The notices and reports indicate that the respondent has been warned on all of the occasions either verbally or in writing. Two noisy parties were reported in June, one of which occurred since the application was filed and the notice of early termination served.

The respondent indicated that he was not at home on June 23, 2005, the date of the last reported incident. However, he stated that he shared the premises with a roommate. The notice describing that incident indicates that the landlord's on-call staff attended the premises and that numerous calls were received by the landlord. The applicant testified that the notice was incorrectly dated. One must conclude that someone was occupying the apartment that evening.

I note that this tenancy agreement commenced in March, 2004 and there do not appear to have

been any significant disturbances until recently. However, since May, 2005 the disturbances have been frequent and the numerous notices and warnings do not appear to have had any effect.

I find the respondent in breach of his obligation to not disturb other tenants. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. An order shall issue terminating the tenancy agreement on July 31, 2005 and requiring the respondent to vacate the premises on that date.

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Hal Logsdon  
Rental Officer