

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ERNIE ABEL**, 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 -

ERNIE ABEL

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 12, 5201 - 51st 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.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ERNIE ABEL**, 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-

ERNIE ABEL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 7, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Sharon Hysert, representing the applicant Ernie Abel, respondent
<u>Date of Decision:</u>	July 12, 2005

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and by failing to provide the balance of the required security deposit. The applicant provided incident reports which outlined nine alleged incidents of disturbance between April and June, 2005. Verbal or written warnings were issued to the respondent on each occurrence. The incidents all involved loud music and voices.

The respondent disputed the allegations. He stated that he had paid the full amount of the security deposit. Neither the applicant or the respondent offered any evidence, other than their testimony, regarding the security deposit. The respondent testified that many of the alleged incidents involved normal conversation and reasonable music levels. He noted that on one occasion, he had told the security guard to leave him alone because he didn't think there was any disturbance.

I note from the evidence that on at least four occasions, the respondent was warned twice in one evening that the noise from his apartment was excessive. I also note that all of the alleged disturbances occurred after 11:00PM and several of them occurred after 2:00AM. Tenants in apartment buildings must consider, particularly after being warned, that other tenants will be disturbed by music and loud voices at these hours of the day. The respondent appears to have not heeded these warnings and the evidence suggests that there has not been any abatement of the disturbing incidents. Three incidents were reported in June. I cannot accept that the incidents involved only normal speaking voices and soft music.

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. No determination of the security deposit is required as the tenancy agreement is being terminated.

Hal Logsdon
Rental Officer