

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DAN FAINE**,
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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

DAN FAINE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March,
2006.

Hal Logsdon
Rental Officer

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Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

809656 ALBERTA LTD.

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 14, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lesley McManaman, representing the applicant Dan Faine, respondent
<u>Date of Decision:</u>	March 14, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement between the parties.

The applicant provided five notices to the respondent in evidence which outlined alleged disturbances between February 20, 2006 and February 25, 2006. Most of the notices referred to alleged guests of the respondent coming and going to the residential complex and loitering in the hallways and lobby. One notice described a young person throwing snowballs at the respondent's window. Another notice described a noisy woman in the lobby who had keys to the respondent's premises. Several notices alleged that the respondent's guests were drug dealers.

The applicant also alleged that one of the respondent's guests had broken the lock to the front door of the complex. The applicant invoiced the respondent for the costs of repair but stated that the invoice had not been paid in full.

The respondent denied permitting excessive numbers of persons in the building or in his apartment or creating any disturbances. He stated that there were several other tenants in the vicinity of his apartment who were very noisy and had noisy guests and suggested the offending persons could be guests of other tenants. He admitted knowing many of the offending persons but denied permitting them in the building or in his apartment. The respondent stated that he had

agreed to pay for the damage to the door even though he had not permitted the person in the building.

Section 43 obligates a tenant to not disturb the landlord or other tenants.

- 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.**

I can not conclude from the evidence before me that it is more likely than not that the respondent or persons he permitted in the building have disturbed other tenants. The fact that the respondent admits knowing some of the persons alleged to be the disturbing parties does not mean that he permitted them in the building. There is no direct evidence which establishes that the disturbing parties were in the respondent's apartment or let into the building by the respondent. The disturbances have taken place in the halls and lobby of the building or outside of the building. In my opinion, there is not sufficient evidence to justify an order pursuant to section 43 and accordingly, the application is dismissed.

Hal Logsdon
Rental Officer