

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DIRK SINGERLING**, 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 -

DIRK SINGERLING

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 301, 5123 -53rd Street, Yellowknife, NT shall be terminated on May 2, 2006.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of May,
2006.

Hal Logsdon
Rental Officer

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Applicant, and **DIRK SINGERLING**, Respondent.

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

DIRK SINGERLING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 2, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant

Date of Decision: May 2, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on April 20, 2006, but failed to appear at the hearing. The hearing was held in his absence.

The applicant noted that the name of the respondent was incorrectly spelled on the application.

The order shall reflect the correct spelling of the respondent's name.

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

The applicant provided numerous occurrence reports completed by security staff outlining disturbances. These included excessive traffic to and from the respondent's apartment at all hours of the day and night, excessive noise and banging of doors. The applicant also provided a written complaint from another tenant in the complex and a file note outlining a verbal complaint from another tenant. The applicant noted that the police had entered the apartment recently and arrested the respondent who is still in custody. The applicant has taken possession of the premises.

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. As the tenant is not presently living in

the premises and the landlord has taken possession, it is appropriate, in my opinion, to terminate the tenancy agreement immediately. An order shall issue terminating the tenancy agreement between the parties on May 2, 2006. The landlord shall deal with any abandoned personal property and any security deposit in accordance with the Act.

Hal Logsdon
Rental Officer