

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **ATTANDA YAKELEYA**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

ATTANDA YAKELEYA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three hundred sixty dollars (\$360.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment A, 5109 - 54 Street, Yellowknife, NT shall be terminated on November 30, 2006 and the respondent shall vacate the premise on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **ATTANDA YAKELEYA**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

ATTANDA YAKELEYA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Renda Coe, representing the applicant
Attanda Yakeleya, respondent

Date of Decision: November 7, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$360.

The applicant provided numerous notes to file outlining incidents between April, 2005 and September, 2006 where other tenants had complained about noise from the respondent's apartment. The applicant served a notice of early termination on the respondent on August 4, 2006 seeking vacant possession on August 15, 2006 due to disturbances. The respondent remains in possession. The applicant testified that she continued to receive complaints about noise during October, 2006. The applicant stated that the residential complex consists of four units and that she has received complaints from all of the other tenants in the complex regarding noise created by the tenant. Loud parties were the primary complaint of other tenants in the complex.

The respondent did not dispute the allegations but stated that a friend had stayed in the apartment for a week in July and August, 2006 and created some of the disturbance.

Notwithstanding that the respondent's friend may have created several of the incidents, the respondent is responsible for the conduct of her guests. Without doubt, there were other disturbing parties where the respondent was in attendance. The landlord has sent numerous written warnings to the respondent concerning her behaviour. These do not appear to have had any effect. The other tenants in the complex have a right to peace and quiet. In my opinion, the only remaining remedy to ensure other tenants are not disturbed in the future is to terminate the tenancy agreement between the applicant and respondent and require the respondent to vacate the premises. In my opinion, there are sufficient grounds to apply that remedy.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to not disturb other tenants in the residential complex. I find the rent arrears to be \$360.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$360 and terminating the tenancy agreement on November 30, 2006. The decision was made at the conclusion of the hearing and made known to both parties.

Hal Logsdon
Rental Officer