

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ROMAINE ELLIS AND PAULO LAMVU**, Respondents;

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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**ROMAINE ELLIS AND PAULO LAMVU**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand three hundred seventy dollars (\$1370.00).
2. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 213, 200 Beck Court, Yellowknife, NT shall be terminated on February 20, 2007 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of February,  
2007.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**ROMAINE ELLIS AND PAULO LAMVU**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 6, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trudy Spence, representing the applicant

**Date of Decision:** February 6, 2007

**REASONS FOR DECISION**

The respondents were personally served with Notices of Attendance on January 25, 2007 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant served a notice of early termination on the respondents on January 10, 2007 seeking vacant possession of the premises on January 22, 2007. The respondents remain in possession. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that she had received complaints from three other tenants in the residential complex about noise and parties in the respondents' apartment. The applicant provided one written complaint and a telephone message in evidence. The applicant also provided a notice to the respondents dated December 1, 2006 advising them of the noise complaints and reminding them of their obligation to not disturb other tenants. The most recent complaint noted loud music at 11:25 PM on January 24, 2007.

The applicant testified that the monthly rent of \$1370 had not been paid for February, 2007. The tenancy agreement between the parties obligates the tenants to pay the rent monthly in advance.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to not disturb other tenants in the residential complex. I find the rent arrears to be \$1370. The evidence suggests that the respondents were well aware that their activities were disturbing their neighbours and the consequences of continued disturbance. Despite the notices from the landlord, the respondents continue to disturb. In my opinion, there is no remedy available which will provide other tenants in the building the peace and quiet they deserve, except termination of the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1370 and terminating the tenancy agreement on February 20, 2007.

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Hal Logsdon  
Rental Officer