

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KENNETH PUQIQNAK**, 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 -

KENNETH PUQIQNAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not disturb other tenants in the residential complex and shall not create any disturbance in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KENNETH PUQIQNAK**, 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-

KENNETH PUQIQNAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant

Date of Decision: June 13, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

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

The applicant provided written complaints, security reports and notices outlining five alleged incidents of disturbance between February and June, 2007.

1. In February, a tenant in the residential complex complained that the respondent called them at 6:45 AM because he had lost his key to the building and wanted to gain entry. The tenant refused and the respondent called again. The tenant asked that he stop calling her and the respondent apologized.
2. In March, security was called on a Monday night at 10:30 PM about a loud party in the respondent's apartment. The security report notes that the respondent was told to be quiet or security would return with the RCMP. There is no indication that security returned or that the RCMP were summoned, although a follow up notice to the respondent states that the police attended the apartment.

3. On May 2, the landlord received a complaint by E-mail stating that people were trying to gain access to the building by shouting at the respondent's apartment and calling other tenants on the telephone to open the front door. This incident was followed by a notice of early termination served on the respondent.

4. On May 10, the landlord received a call from a tenant at 2:15 AM about a loud party and called security. There are two security reports but neither is dated May 10. Neither security report describes a loud party or states the time the observation was made. One describes only "loud talking at times". A follow-up E-mail, presumably from the complaining tenant states that the landlord was called at 6:00 AM.

5. On June 8, the landlord was called at 9:45 PM about a party where participants were allegedly breaking bottles. The landlord's representative attended the premises, found no evidence of broken bottles and reported 4-5 people in the apartment but "not bad enough to close it down". A follow up notice asks that the respondent set up an appointment with the landlord's Customer Service Representative.

There is no evidence to indicate that the persons calling from outside the premises or calling other tenants to gain entry to the building on May 2 were ever in the residential complex or the premises of the respondent. The disturbance caused by these persons can not be deemed a disturbance caused by the respondent.

The evidence supports that the remaining disturbances were caused by the respondent or persons he permitted in the premises. However, the descriptions provided in the security reports do not coincide with those of the complaining tenant. Neither the May 10 or June 8 security reports describe unusually loud parties. The June incident was reasonably early on a Friday night. The March incident appears to have subsided after security issued their warning.

The applicant has issued sufficient warnings to the respondent to make him aware that the incidents are disturbing to other tenants yet the disturbances continue, although they do not appear to be as serious.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the incidents of disturbance cease immediately. An order shall issue requiring the respondent to comply with his obligation to not disturb other tenants and to not create any disturbance in the future. Should this order be breached, the landlord may file an application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer