

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **SOLOMON CONSTANT**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**SOLOMON CONSTANT**

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 and shall not create any disturbance in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of August,  
2007.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**SOLOMON CONSTANT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 9, 2007

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** David Alderdice, representing the applicant  
Solomon Constant, respondent  
Sam Gargan, representing the respondent

**Date of Decision:** August 9, 2007

**REASONS FOR DECISION**

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 premises are contained in a three unit row house and are subsidized public housing.

The applicant provided three notices served on the respondent between January and June, 2007 outlining alleged disturbance of other tenants and warning the respondent that the tenancy agreement may be terminated. One notice refers to four specific dates on which loud parties allegedly occurred in the premises. Another notice, dated April 16, 2007 noted a disturbance over the weekend but provided no details on the nature of the disturbance. A third notice, dated January 2, 2007 notes that the office received several complaints over the holidays but provided no further detail. The applicant stated that the notices were based on complaints received by other tenants in the residential complex.

The applicant also provided two letters of complaint from another tenant who resides in the residential complex. One letter dated April 16, 2007 noted loud music from the respondent's premises on April 13, 14 and 15, 2007. The other letter complains of loud music from the respondent's premises on June 7, 9, 16, 2007 and July 8, 2007. That letter states that the respondent was asked to turn the music down but refused. It also notes that the alleged June 16

disturbance occurred at 5 AM.

The respondent admitted that there had been some disturbance but stated that he had refused to turn his music down because the next door neighbours were fighting. The respondent also denied responsibility for the alleged April 15 incident because the persons gained entry to his apartment by stealing his keys. The applicant stated that the persons who created a disturbance on the front porch on June 16 were not in the premises although he did not deny that there was also loud music on that date.

The respondent's representative also noted that a municipal by-law prohibited noise during certain hours and that since only one alleged incident noted a time of the occurrence, perhaps only it could be considered a disturbance.

Section 43 of the *Residential Tenancies Act* sets out a tenant's obligation to not disturb.

- 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.**

Section 43 does not limit disturbance to certain hours of the day. Obviously, loud music during the day is less disturbing than loud music in the early hours of the morning, but the former, if loud enough, can certainly constitute a disturbance. The lack of evidence concerning the time of many of these incidents does call into question the severity of the disturbances. On the balance of

probabilities, however, there is no question that the respondent has repeatedly disturbed other tenants to some degree.

I find the respondent in breach of his obligation to not disturb other tenants. In my opinion, his neighbours have endured quite enough and the respondent's tenancy agreement should only continue if all disturbances cease and no more disturbances occur in the future. An order shall issue requiring the respondent to comply with his obligation to not disturb other tenants and to not create any disturbance on the future. Should the respondent create any disturbance in the future, the applicant may file another application requesting termination.

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Hal Logsdon  
Rental Officer