

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **REGAN LLOYD**, 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 -

**REGAN LLOYD**

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 two thousand one hundred dollars (\$2100.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 309, 5123 53<sup>rd</sup> Street, Yellowknife, NT shall be terminated on November 23, 2007 and the respondent shall vacate the premises on that date.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **REGAN LLOYD**, 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-

**REGAN LLOYD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2007

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

**Appearances at Hearing:** Julia O'Brien, representing the applicant  
Sharon Hysert - witness for the applicant  
Regan Lloyd, respondent

**Date of Decision:** November 13, 2007

**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.

The applicant provided written complaints from two other tenants in the residential complex, a report outlining disturbances, two security reports and a notice to the tenant in evidence. These documents outlined alleged disturbances between August 22 and November 7, 2007. One alleges that a stabbing took place in the respondent's apartment. The applicant's witness testified that numerous complaints from a variety of tenants in the complex had been received complaining of constant traffic to and from the respondent's apartment, noise, fighting and harassment from the tenant's guests. The applicant's witness also testified that five tenants in the building had vacated due to the disturbances and two others had recently given notice to terminate the tenancy agreement.

A notice of early termination was served on the respondent on September 19, 2007 seeking vacant possession of the premises on September 29, 2007. The respondent failed to vacate the premises.

The applicant provided a statement of account in evidence which indicated a balance of rent

owing to the applicant in the amount of \$2100. The ledger indicates that the rent has been in arrears since October 1, 2007.

The respondent did not dispute the rent arrears and stated that he would pay the outstanding amount promptly. The respondent disputed the allegations regarding disturbance. The applicant stated that he had a lot of visitors because people were always asking to use his telephone. The applicant stated that a crack cocaine user was previously living with him but was no longer residing in the apartment. The respondent denied that the stabbing incident took place in his apartment.

The volume of complaints and the fact that they originate with numerous tenants in the residential complex, leaves little doubt that the behaviour of the respondent has been disturbing to other tenants. In my opinion, there is sufficient evidence to conclude that the respondent and the persons who frequent his premises are creating considerable disturbance and that the incidents have continued despite the notices and warning issued to the respondent. In my opinion, there is only one remaining remedy to ensure that the other tenants in the building are not disturbed by the respondent and his guests.

I find the respondent in breach of his obligation to not disturb other tenants and his obligation to pay rent. I find the rent arrears to be \$2100. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2100 and terminating the tenancy agreement on November 23, 2007.

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Hal Logsdon  
Rental Officer