

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **TANYA HARRY**, 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 -

**TANYA HARRY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 9, 5307 44th Street, Yellowknife, NT shall be terminated on February 29, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**TANYA HARRY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2008

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

**Appearances at Hearing:** Nancy Peel, representing the applicant  
Tanya Harry, respondent

**Date of Decision:** February 7, 2008

### **REASONS FOR DECISION**

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

The applicant provided four written complaints from tenants in the residential complex outlining noise and disturbance from the respondent's premises. The written complaints refer to fighting and screaming and non-stop traffic to and from the premises. They also refer to loud parties and music and intoxicated guests. The applicant stated that the police attended the premises in early January, 2008.

The applicant has sent numerous notices to the respondent advising her that the noise was unacceptable. The applicant stated that the noise has not abated.

The respondent stated that her partner was abusive and that he had been charged and convicted after an incident. She stated that he had moved out in November, 2008 but acknowledged that there had been some disturbance since that time.

The evidence suggest that the respondent's neighbours have been repeatedly disturbed by her behaviour and/or the behaviour of her partner and guests. While I accept that some of this objectionable behaviour might be attributable to fighting and quarrelling between the respondent

and her former partner, clearly much of it is due to parties and the behaviour of the respondent and her guests. The incidents of disturbance continue and the other tenants and the landlord are entitled to relief. As the notices and verbal warning of the landlord have had little or no effect, it would appear that the only remedy remaining is termination of the tenancy agreement.

I find the respondent has repeatedly breached her obligation to not disturb other tenants. An order shall issue terminating the tenancy agreement on February 29, 2008.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer