

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NORMAN HOWE AND NOELLA BASE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

NORMAN HOWE AND NOELLA BASE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

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

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NORMAN HOWE AND NOELLA BASE**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

NORMAN HOWE AND NOELLA BASE

Respondents/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Norman Howe, respondent
Val Watsyk, assisting the respondent

Date of Decision: November 25, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex. The applicant sought an order terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant served a notice of termination to the respondents on October 19, 2011 terminating the tenancy agreement on November 30, 2011. The reason provided was “frequent and continuous noise complaints against you and/or your visitors to your unit.” The tenancy agreement between the parties is monthly. The notice appears to comply with the requirements for such a notice set out in section 55(3) of the Act and will therefore become effective on November 30, 2011. At this point in time the tenancy agreement is still in place. In accordance with section 63(4) of the Act the tenancy agreement must be terminated in accordance with the Act before or at the same time that an eviction order is issued. Therefore, a termination order must be issued along with an eviction order.

The residential complex is owned by another party. Approximately 13 apartments in the complex, including the respondents’ premises, are rented by the applicant for use as subsidized public housing. The owner, which I shall refer to as the head landlord, has provided the applicant with seven disturbance complaints received from other tenants. Most were verbal complaints but three are in writing. Only one identifies the complainant. The complaints are of loud parties, fighting, arguing and drinking at all hours of the day and night between March and October, 2011.

The applicant served a notice to the respondents dated May 27, 2011 warning the respondents that continued disturbances could result in the termination of the tenancy agreement. The applicant also stated that she had spoken to Mr. Howe on at least one occasion and he denied disturbing anyone.

The respondent disputed the allegations and stated that there were never any loud parties or noisy guests in the premises. He acknowledged having an argument with his neighbour, which was included in one of the written complaints, and he also stated that Ms. Base and himself occasionally had noisy arguments.

The applicant had no direct knowledge concerning any of the alleged incidents of disturbance. The applicant stated that she had contacted one of the complainants in the past but no one with any direct knowledge was provided as a witness nor were there any sworn statements introduced at the hearing. Weighing the respondent's testimony against the applicant's evidence, I can not conclude with confidence that the disturbances consisted of loud parties or that the disturbances were as severe as the complainants have submitted. I am confident, from the testimony of the respondent, that there have been some loud arguments and fighting between the respondents. In my opinion, the evidence does not warrant the termination of the tenancy agreement but an order to comply with the obligation to not disturb other tenants and to not create any disturbances in the future is reasonable.

The applicant's request for termination of the tenancy agreement and eviction is denied but an

order shall issue requiring the respondents to comply with their obligation to not disturb other tenants and to not create any disturbances in the future shall issue.

Hal Logsdon
Rental Officer