

IN THE MATTER between **MCKENZIE MANOR INC.**, Applicant, and **ALLEN BOUVIER**, Respondent;

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 **FORT SIMPSON, NT**.

BETWEEN:

**MCKENZIE MANOR INC.**

Applicant/Landlord

- and -

**ALLEN BOUVIER**

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 317, 9818 - 100 Avenue, Fort Simpson, NT shall be terminated on May 31, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MCKENZIE MANOR INC.**, Applicant, and **ALLEN BOUVIER**, 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:

**MCKENZIE MANOR INC.**

Applicant/Landlord

-and-

**ALLEN BOUVIER**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 2, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Ft. Simpson, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>John Homister, representing the applicant Allen Bouvier, respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 2, 2013</b>

### **REASONS FOR DECISION**

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement and evicting the respondent.

The applicant served a *Notice of Early Termination* on the respondent on January 14, 2013 pursuant to sections 54(1)(a) and 54(1)(g) seeking vacant possession of the premises on February 15, 2013. The *Application to a Rental Officer* was filed on February 20, 2013. Two previous *Notices of Early Termination* were served on the respondent in July and October, 2010 but no applications were filed. The respondent remains in possession of the premises.

The applicant testified that he has received numerous complaints from other tenants in the residential complex about loud music late at night. The applicant provided written descriptions of five incidents in January and February, 2013. He stated that he had personally attended the apartment and was able to clearly hear the music as soon as he entered the hallway. He stated that on several occasions he knocked on the respondent's door but the respondent refused to answer and cursed at him. The times noted on the written descriptions of the incidents are all after 1:30 AM. Noted on the July 2010 *Notice of Early Termination* was a description of an incident on July 24, 2010 involving very loud music.

The respondent acknowledged playing music but denied that it was played loud enough to disturb other tenants. He stated that he did not have loud parties. The respondent stated that he had not

received any warnings about the music before the application was filed.

The respondent may not consider the music to be loud but if the applicant can hear it as soon as he enters the hallway, I am confident that the respondent's neighbours have been disturbed by the noise. The hours at which the music is played, make it all the more disturbing.

The respondent received two previous *Notices of Early Termination* which clearly outlined the reasons that the landlord wished to terminate the tenancy agreement. In my opinion, these should have been sufficient to indicate to the respondent that the music levels were disturbing to others. The attitude displayed by the respondent to the landlord appears to indicate that the respondent has little intention of complying with his obligation to not disturb other tenants.

I find the respondent in breach of his obligation to not disturb other tenants. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue terminating the tenancy agreement on May 31, 2013. An eviction order to be effective on June 1, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer