

IN THE MATTER between **LP**, Applicant, and **MIR AND MAR**, 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:

**LP**

Applicant/Landlord

-and-

**MIR AND MAR**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 22, 2018

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

**Appearances at Hearing:** BL, representing the applicant  
MIR, respondent

**Date of Decision:** March 22, 2018

**REASONS FOR DECISION**

A respondent name was incorrectly spelled on the application. The order reflects the proper spelling of the name and is consistent with the tenancy agreement.

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 tenancy agreement commenced in August, 2014 and was made for a term of one year. The agreement was renewed pursuant to section 49 of the *Residential Tenancies Act* and now runs from month-to-month.

The applicant testified that the disturbances have been persistent since the commencement of the tenancy agreement and provided numerous written security reports, complaints, dispatches and written warnings concerning incidents of disturbance since 2014. In total, thirty-five documents were provided in evidence.

The applicant stated that the complaints were made by numerous residents of the building and that he had lost some tenants due to the persistent disturbance.

The incidents consist of loud parties at all hours of the day and night, yelling and screaming and drinking. There appears to be no abatement of the disturbances despite numerous warnings.

The respondent did not dispute any of the evidence and acknowledged that there had been numerous disturbances that he was unable to control.

Clearly, there has been an unacceptable number of disturbances caused by the respondents. The number and severity of the disturbances show no sign of abatement. The landlord has an obligation to other tenants in the residential complex to provide a reasonable level of quiet and is unable to do so because of the respondents' behaviour. I see no alternative to the termination of the tenancy agreement and the eviction of the respondents.

An order shall issue terminating the tenancy agreement between the parties on April 10, 2018 and ordering the eviction of the respondents on April 11, 2018 if they fail to vacate the premises as ordered.

---

Hal Logsdon  
Rental Officer