

IN THE MATTER between **X.Y.**, Applicant, and **B.W.**, 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:

**X.Y.**

Applicant/Landlord

-and-

**B.W.**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** B.L., representing the applicant  
T.H., representing the applicant

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

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance and a filed application by email on July 27, 2018 but failed to appear at the hearing. There was no indication that the email was not received. The hearing was held in his absence.

The tenancy agreement between the parties was made in writing for a one-year term which commenced on Feb 1, 2017. The tenancy agreement reverted to a monthly agreement at the end of the term. The respondent is the sole tenant. The monthly rent is \$1734.

The application was filed on July 12, 2018.

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 late payment penalties and terminating the tenancy agreement and evicting the tenant.

The applicant provided a copy of the resident ledger which indicated a balance of rent and late payment penalties in the amount of \$3596. I find the ledger in order and find the penalties for late rent have been applied in accordance with the Act. I find the respondent in breach of his obligation to pay rent on the days it is due.

The applicant provided a security report and several written tenant complaints outlining loud parties and noise originating from the respondent's apartment in July, 2017 and January, June and July 2018. The applicant served three written notices to the respondent after the disturbances warning him that he was in breach of the tenancy agreement and to cease the disturbances.

The applicant served a 10 day notice of termination on the respondent on July 3, 2018 for the disturbances and filed an application on July 12, 2018. The applicant stated that the respondent remains in possession of the premises.

I find the respondent has repeatedly breached his obligation to not disturb other tenants in the residential complex. I note that the disturbances have continued unabated despite numerous warnings given by the landlord.

The rent has been continuously in arrears since April 1, 2018. No rent has been paid since July 23, 2018.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent. I see little or no improvement in the rent payments or the incidents of disturbance. The respondent has offered no explanation regarding the breaches or argument as to why the remedies sought by the landlord should not be granted.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3596 and terminating the tenancy agreement between the parties on September 15, 2018. An eviction order to become effective on September 16, 2018 shall also issue.

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Hal Logsdon  
Rental Officer