

IN THE MATTER between **MPM**, Applicant, and **MR and MR**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**MPM**

Applicant/Landlord

-and-

**MR and MR**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 5, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** JB, representing the Applicant  
MR, Respondent

**Date of Decision:** February 5, 2019

**REASONS FOR DECISION**

An application to a rental officer made by MPM as the Applicant/Landlord against MR and MR as the Respondents/Tenants was filed by the Rental Office December 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents December 17, 2018.

The Applicant alleged the Respondents had repeatedly and unreasonably disturbed the Landlord's and other tenants' enjoyment of the rental premises and residential complex. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for February 5, 2019, in Yellowknife. JB appeared representing the Applicant. MR appeared as Respondent and on behalf of MR.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing May 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Disturbances*

The Applicant's representative testified and provided evidence of repeated disturbances occurring throughout the tenancy originating from the Respondents' rental premises. The disturbances consisted of yelling, fighting, partying, banging on walls and doors, primarily occurring during the late night and early morning hours. The Respondents were approached each time a complaint was received, and assurances were given that the disturbances would stop. The disturbances have not stopped, and were of such a degree as to result in the Applicant losing other tenants in the residential complex.

The Respondent who was present at hearing did not dispute that the disturbances have occurred, nor did he dispute the repeated pattern of disturbances. He acknowledged that the disturbances were being caused by his spouse and her 'friends', and that his efforts to communicate the problem to her have largely fallen on deaf ears and have not resulted in any change in behaviour. The Respondent was apologetic and appreciated the Applicant's representative's leniency to date. He acknowledged the Applicant's obligation to ensure all their tenants' are able to enjoy quiet possession of the residential complex, and understood the necessity to terminate his tenancy under the circumstances.

I am satisfied that the Respondents are responsible for the claimed disturbances. I find the Respondents have repeatedly and unreasonably failed to comply with their obligation not to disturb the Landlord's or other tenants' enjoyment or possession of the rental premises or residential complex. As a consequence, I am satisfied termination of the tenancy agreement and eviction are justified.

#### *Orders*

An order will issue:

- terminating the tenancy agreement February 28, 2019 (p. 43(3)(d));
- evicting the Respondents from the rental premises March 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to compensate the Applicant for use and occupation of the rental premises at a rate of \$51.95 for each day they remain in the rental premises after February 28, 2019, to a maximum of \$1,580 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer