

IN THE MATTER between **NTHC**, Applicant, and **BH**, 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**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**BH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 17, 2019

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

**Appearances at Hearing:** JM, representing the Applicant

AW, representing the Applicant

BH, Respondent

**Date of Decision:** April 17, 2019

**REASONS FOR DECISION**

The Applicant alleged that the Respondent had breached the tenancy agreement by repeatedly disturbing other tenants and by failing to pay rent. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the Respondent from the rental premises.

The monthly tenancy agreement between the parties was made in writing and commenced on June 1, 2008. The monthly rent is \$1,280.

The Applicant provided notes outlining disturbances from June, July, August, and November 2018 and February 2019. The Applicant also provided numerous notices to the Respondent warning her that the disturbances were a breach of the tenancy agreement and further action would be taken if the disturbances continued. The Applicant testified that the RCMP had attended the premises on at least ten occasions due to noise complaints. The Applicant stated that she was not aware of any noise complaints since February 2019 but had not spoken to the RCMP recently concerning the matter. An agreement, signed by the Respondent on August 18, 2018, promised to not disturb other tenants in the future.

The Applicant provided a lease balance statement which indicated a balance of rent owing in the amount of \$5,120. The last zero balance was on December 20, 2018. No rent has been paid since that date.

The Respondent did not dispute the allegations. She stated that she had lost her government job and had only been able to find employment as a barmaid, but had recently applied for a job as a court worker. She stated that she has joint custody of her two year old child. She was raised in the community. The Respondent stated that the disturbances were mostly the result of her permitting persons in the premises who created the disturbances.

I find the Respondent in breach of her obligation to not disturb other tenants. In my opinion, there are sufficient grounds to terminate the tenancy due to the repeated disturbances. The Respondent has received ample warning that continued disturbances will result in the termination of her tenancy. She promised to not disturb other tenants when she signed the tenancy agreement and again when she signed the August 2018 agreement. She has already been provided an opportunity to cease the disturbances and continue the tenancy. The disturbances did not cease and her neighbours continue to suffer. I cannot justify denying the landlord and other tenants the peace and quiet they are entitled to.

The Applicant has suggested a termination date of May 31, 2019. Perhaps the Respondent may still be able to demonstrate her sincerity and ability to curtail any disturbances, however, I shall issue an order terminating the tenancy agreement on that date and leave it to the landlord to enforce the eviction order as they see fit. An order shall issue terminating the tenancy agreement on May 31, 2019, and an eviction order to be effective on June 1, 2019, shall also issue.

I also find the Respondent in breach of her obligation to pay rent and find rent arrears of \$5,120. An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$5,120.

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Hal Logsdon  
Deputy Rental Officer