

IN THE MATTER between **NTHC**, Applicant, and **DT**, 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:

NTHC

Applicant/Landlord

-and-

DT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 25, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: August 26, 2020

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The monthly written tenancy agreement between the parties commenced on December 1, 2014. The premises are subsidized public housing.

The Applicant alleged the Respondent had breached the tenancy agreement by repeatedly disturbing the Landlord and other Tenants, and sought an order terminating the tenancy agreement and evicting the Respondent.

The Applicant provided five incident reports outlining noise complains received from neighbours and other Tenants between March 2019 and July 2020. Most described noisy guests, parties, and noisy children late at night. On each occasion, the Applicant served a notice on the Respondent warning that the incidents were unacceptable and a breach of the tenancy agreement. The last notice, dated July 3, 2020, informed the Tenant that an application would be filed but offered the Respondent a "last chance" to cease any further disturbances and avoid further consequences.

The Applicant stated that they had not received complaints of disturbances since the July 3rd notice and suggested that an order requiring the Respondent to not create any disturbance in the future and/or a conditional termination order would be appropriate.

I am satisfied the Respondent was in breach of her obligation to not disturb other Tenants and the Landlord. In my opinion, the number and frequency of the disturbances constitute sufficient grounds to terminate the tenancy agreement and evict the Respondent. Tenant disturbances is a serious breach as it injures both the Landlord as well as the families who must endure the noise. Eviction of the offending Tenant is the only effective remedy when the disturbances persist despite warnings.

Given the fact that the Respondent appears to be heeding to the "last chance" warning, it is appropriate in my opinion to refrain from terminating the tenancy agreement at this time. An order shall issue requiring the Respondent to comply with their obligation to not disturb other Tenants and to not create any disturbances in the future. Should further disturbances occur, the Applicant may file a future application and seek termination of the tenancy agreement and eviction of the Respondent.

Hal Logsdon
Rental Officer