

IN THE MATTER between **NPRLP**, Applicant, and **SG**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NPRLP**

Applicant/Landlord

-and-

**SG**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 21, 2020</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>RP, representing the Applicant SG, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 21, 2020</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against SG as the Respondent/Tenant was filed by the Rental Office September 15, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent personally on September 16, 2020.

The Applicant alleged the Respondent had repeatedly disturbed the landlord or other tenants' possession or enjoyment of the residential complex. An order was sought for termination of the tenancy agreement and eviction.

A hearing was held October 21, 2020, by three-way teleconference. RP appeared representing the Applicant. SG appeared as the Respondent.

#### *Tenancy agreement*

Evidence was presented establishing a written tenancy agreement for the term of August 1, 2019, to July 31, 2020 and then continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Disturbances*

The Applicant provided evidence that the Respondent, or those she allowed in the rental premises or residential complex, had disturbed other tenants' possession or enjoyment in breach of subsection 43(1) of the Act.

The evidence deals with five incidents in the fall of 2019 and six in the period from July 4, 2020, to September 11, 2020. The complaints are in the form of three written letters from other tenants, three call-out reports from the Applicant's security service, and two RCMP reports. They are about specific disturbances late at night or early in the morning involving loud noises from partying, yelling, hammering, and running in the hallways. The Applicant also provided copies of a number of warning letters that had been sent to the Respondent and testified that the incidents documented in the application are only a portion of the disturbances that were reported to their office by other tenants in the building.

The Respondent testified that they had stopped drinking last fall and things were better over the winter, however, they agreed that disturbance coming from their unit had increased recently and did not dispute any of the allegations made in the application. They said they recognized that they would need to move and asked for time to do that considering that their spouse had recently died and they had a lot to deal with.

Based on the evidence and testimony of the Applicant and the Respondent, I am satisfied that the Respondent has failed to comply with their obligation not to cause disturbances and as a result has repeatedly disturbed other tenants' enjoyment or possession of the rental premises and the residential complex.

*Termination of the tenancy agreement and eviction*

The Applicant testified and evidence was provided of communication with the Respondent about their behaviour and the impact on other tenants. Despite these warning the disturbances continue.

In light of the evidence and testimony of the Applicant about the number and nature of the complaints and the Respondent's repeated failure to comply with their obligation not to cause disturbances, I am satisfied that termination of the tenancy agreement and eviction are justified. The termination will be dated November 20, 2020, in recognition of the circumstances of the Respondent and with agreement of the Applicant.

*Order*

An order will be issued:

- terminating the tenancy agreement on November 20, 2020 (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on or after November 21, 2020 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer