

IN THE MATTER between **NCHYRF**, Applicant, and **BK**, 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:

NCHYRF

Applicant/Landlord

-and-

BK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 17, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	IA, representing the Applicant
<u>Date of Decision:</u>	November 20, 2020

REASONS FOR DECISION

The application to a rental officer was filed on October 19, 2020, by the Landlord NPRLP. Since that time, the company was acquired by NCHYRF, who became the Landlord. Section 20(e) of the *Residential Tenancies Act* sets out consequences of a change of landlord and entitles the new landlord to continue with an action started by the previous landlord.

20. (e) where the former landlord has started a proceeding under this Act before the change of landlord that may affect the rights or obligations of the new landlord, the new landlord is entitled to join in or continue the proceeding.

NCHYRF elected to continue with this application and the order reflects their name as the Applicant/Landlord.

The Respondent was sent a notice of attendance by email, sent to the address set out in the tenancy agreement, and deemed served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The written fixed-term tenancy agreement between the parties ended on September 30, 2019, and has continued as a monthly agreement. The Applicant holds a security deposit of \$600.

The Applicant alleged that the Respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and sought an order terminating the tenancy agreement and evicting the Respondent.

The Applicant served a notice on the Respondent on April 9, 2020, outlining complaints that had been received from several other tenants about noise in the early hours of the morning. The Landlord's security officer attended the premises and the Respondent's guests were asked to leave the building. The notice reminded the Respondent of his obligation to not disturb other tenants and outlined future action if the disturbances continued.

The Applicant stated that more disturbances occurred on October 5 and October 12, 2020, in the early morning. The Applicant stated that several calls were made to the security line and the RCMP attended the premises. The Applicant served a 10-day notice of termination on the Respondent on October 12, 2020, and the application was filed on October 19th.

The Applicant provided the notices in evidence as well as two written complaints received from tenants in the residential complex. The Applicant's representative had direct knowledge of the incidents, having been employed by the former Landlord and now employed by the current Landlord.

The evidence suggests the Landlord's warnings had little or no effect. Notwithstanding that loud indoor gatherings held late at night or early morning are disturbing to other tenants, they are not advisable in a pandemic. Other tenants in the residential complex are entitled to reasonable peace and quiet and the landlord is obligated to provide that environment. If offending tenants continue to create disturbances, a landlord has little choice but to seek termination.

I find the Respondent in breach of their obligation to not disturb other tenants. In my opinion it is not unreasonable to terminate the tenancy agreement and issue an eviction order. An order shall issue terminating the tenancy agreement on December 18, 2020. An eviction order shall become effective on December 19, 2020.

Hal Logsdon
Rental Officer