

IN THE MATTER between **NCSC**, Applicant, and **RS**, 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:

**NCSC**

Applicant/Landlord

-and-

**RS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2021

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

**Appearances at Hearing:** CW, representing the Applicant  
RS, Respondent

**Date of Decision:** May 4, 2021

### **REASONS FOR DECISION**

The written tenancy agreement between the parties was monthly and commenced on January 1, 2013. The application was filed by the Applicant on March 22, 2021, and personally served on the Respondent on March 31, 2021. The Applicant alleged that the Respondent had repeatedly disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement and for an eviction order.

Prior to the filing of the application, a tenant of the residential complex informed the Landlord that the Respondent was disturbing their quiet enjoyment of the premises. On March 8, 2021, that tenant filed a notice with the Rental Officer pursuant to section 44(2) of the *Residential Tenancies Act* (the Act). During my inquiry into the matter, the Landlord filed an application.

The Landlord provides on-site security services. The Applicant provided five reports completed by building security personnel outlining incidents of disturbance in March and April 2021. Disturbances were primarily loud talking and music late at night. On one occasion fighting was reported and security escorted several highly intoxicated guests out of the building. Incidents were reported by more than one other tenant.

After each disturbance, a written notice was served on the Respondent reminding them of their obligation to not create disturbances and warning that any future incidents would result in an application being filed for termination of the tenancy. On one occasion, the Landlord expressed concern about the number of people in the apartment during the ordered COVID-19 restrictions.

The Respondent did not dispute the allegations. They stated that they intended to comply with the tenancy agreement in the future and they had stopped drinking alcohol. They stated that they really needed the apartment as they could not afford any other accommodation and would undoubtedly become homeless if evicted.

In my opinion, the Applicant has sufficiently documented repeated disturbances and it is clear that the incidents have disturbed several other tenants in the residential complex. The Respondent has been warned repeatedly, in writing, but did not cease the activities. It is particularly disturbing to hear that the COVID-19 restrictions on indoor gatherings may also have been breached as the building houses seniors and others vulnerable to serious infection.

In my opinion, an order terminating the tenancy agreement and an eviction order are reasonable. An order shall issue terminating the tenancy agreement on May 31, 2021. An eviction order shall become effective on June 1, 2021.

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Hal Logsdon  
Rental Officer