

IN THE MATTER between **NTHC**, Applicant, and **ST**, 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-

ST

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 24, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AW, representing the Applicant
ST, Respondent

Date of Decision: August 24, 2021

REASONS FOR DECISION

The parties entered into a term agreement commencing on September 6, 2019, which was renewed on a monthly basis. The premises are subsidized public housing and consist of a four-unit apartment building. The Applicant operates another four-unit apartment building next door.

The Applicant alleged that the Respondent has repeatedly breached their obligation to not disturb other tenants contrary to section 43 of the *Residential Tenancies Act* (the Act):

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

The Applicant sought an order terminating the tenancy agreement and an eviction order.

The Applicant testified that the Respondent has caused disturbances involving loud parties, yelling and screaming, fighting, and intoxication throughout most of the tenancy. A note log, three written notices, and an email from the RCMP were provided in evidence.

The first disturbance was noted on December 18, 2019. A loud party was reported by the RCMP who attended the premises several times that day. A written notice was served on the Respondent on December 20, 2019.

Written notices were served on the Respondent on July 27, 2020, and September 9, 2020. The note log outlines numerous incidents from September 2020 to July 2021 reported by other tenants, neighbours in the adjoining building, and the RCMP. An email from the RCMP states that disturbances at the Respondent's premises have generated 62 calls for service. The Applicant stated that there had been no evidence of disturbances since the application was filed on July 19, 2021.

The Respondent acknowledged that there had been disturbances at their apartment but claimed that some had originated in other apartments. The Applicant acknowledged that one other tenant in the residential complex has been accused of creating disturbances and that an application had been filed in that matter.

There is sufficient evidence to conclude that the Respondent has repeatedly breached their obligation to not disturb other tenants. In my opinion there are adequate grounds to terminate this tenancy agreement and issue an eviction order. I hesitate only because the community is currently suffering an outbreak of COVID-19 and the remedy of eviction is not, in my opinion, a reasonable remedy to apply at this critical time. The Respondent is currently in isolation themselves.

An order shall issue requiring the Respondent to comply with their obligation to not disturb other tenants and to not breach that obligation again. Should there be any future disturbances, the Applicant may make an application seeking termination and eviction.

Hal Logsdon
Rental Officer

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