

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PHILLIP ASSELIN**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

PHILLIP ASSELIN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 203, 5123-53rd Street, Yellowknife, NT shall be terminated on December 15, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PHILLIP ASSELIN**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

PHILLIP ASSELIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant
Phillip Asselin, respondent

Date of Decision: November 29, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants' quiet enjoyment of the residential complex and sought an order terminating the tenancy agreement. The applicant provided written complaints from other tenants in the complex, security reports and notices, outlining numerous incidents between May and November, 2006.

Most complaints reported that an exceedingly high number of persons visited the respondent's premises each day disturbing the tenants in the building. Several incidents reported excessive noise from the respondent's apartment. Tenants complained that guests of the respondent were propping doors open in order to gain entry to the building, smoking in the stairwells, and harassing tenants. On several occasions the RCMP and/or security personal were summoned.

The applicant has sent numerous notices to the respondent and has verbally warned him of the consequences of continued disturbances. Several notices of early termination have been served but the respondent has remained in possession of the premises.

The respondent did not dispute the allegations but stated that persons got into the building and would kick down his door if he didn't let them in. He admitted to having a large number of visitors but stated that they weren't usually noisy and just watched television or hung out in his apartment.

Normally, having guests does not result in disturbance unless, of course, the guests interfere with other tenants' quiet enjoyment of the premises. In this case, however, the extraordinary number of persons coming and going from the respondent's apartment would constitute a disturbance even if the guests were reasonably quiet, which wasn't often the case. One tenant kept a record of the number of persons entering the respondent's apartment for nearly a month and counted an average of 12 persons a day entering the apartment. On several occasions the number exceeded 15 and was as high as 24. The applicant testified that she had spent a day in the residential complex and could confirm this high volume of traffic.

The respondent claims that he is unable to do anything about the situation. While it may be true that many of the persons enter the building without the permission of the respondent, the respondent admits to permitting them entry to his premises. Any disturbance caused by them is therefore deemed to be a disturbance caused by the tenant. I can not accept that the respondent is unable to control the situation. If a person is in the process of kicking in your door, I am certain that the RCMP will attend the premises and take appropriate action. Continually letting these persons in his apartment appears to have only encouraged more traffic.

The respondent has apparently ignored the numerous notices served on him by the landlord and the complaints have not abated. In my opinion, termination of the tenancy agreement is the only remaining remedy that will ensure other tenants in the building are able to enjoy some peace and quiet.

I find the respondent in breach of his obligation to not disturb other tenants. An order shall issue terminating the tenancy agreement on December 15, 2006.

Hal Logsdon
Rental Officer