

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BILLIEVERYL CLARK AND ARCHIE INGLANGASUK JR.**, Respondents;

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 **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

BILLIEVERYL CLARK AND ARCHIE INGLANGASUK JR.

Respondents/Tenants

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 137 Gwich'in Road Row House, Inuvik, NT shall be terminated on June 18, 2008 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BILLIEVERYL CLARK AND ARCHIE INGLANGASUK JR.**, Respondents.

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BILLIEVERYL CLARK AND ARCHIE INGLANGASUK JR.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 28, 2008

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Angela Hunter, representing the applicant
Billieveryl Clark, respondent
Archie Inglangasuk Jr., respondent

Date of Decision: May 28, 2008

REASONS FOR DECISION

Ms. Clark's first name was mis-spelled on the application. The style of cause of the order shall reflect the proper spelling of her name.

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

The residential complex is a row house. The tenancy agreement commenced on September 1, 2007. The applicant provided four letters of complaint from one tenant in the residential complex. One of the letters outlined nine incidents of disturbance between August, 2007 and January, 2008. Other letters from that tenant noted additional disturbances in February and March, 2008. A written complaint from another tenant in the complex noted a disturbance in January, 2008 as well as persistent noise since the respondents moved into the unit. The complaints referred to loud parties, shouting, doors slamming and fighting. The applicant testified that there had been further complaints over the weekend immediately preceding the hearing and that the RCMP had attended the premises on one night. A notice warning the respondents of the noise was given to them on January 15, 2008 and a Notice of Early Termination was served on them on January 22, 2008.

The respondent stated that they were young adults with young children who had large families

and many friends. They described their neighbours as older people who most likely enjoyed quiet more than themselves. The respondents complained that the premises were not very soundproof. They generally denied that the noise they made was as disturbing as their neighbours described.

The respondents' neighbours are clearly upset with the continued disturbance caused by the respondents and their guests. The type of disturbances described by them is far more than merely the comings and goings of friends and relatives or the noise created by two children. Many of the disturbances have occurred at times when most people expect some quiet to enable them to sleep. It does not appear that the warnings of the landlord have had any effect, as the respondents continue with their disturbing behaviour. In my opinion, the only remedy available that will ensure the other tenants in the residential complex get the peace and quiet they are entitled to is the termination of the respondent's tenancy agreement.

An order shall issue terminating the tenancy agreement between the parties on June 18, 2008 and requiring the respondents to vacate the premises on that date.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer