

IN THE MATTER between **DANIEL AUGER**, Applicant, and **TANYA LEE MCLEOD**, 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:

DANIEL AUGER

Applicant/Landlord

- and -

TANYA LEE MCLEOD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants in the residential complex and shall not create any disturbances in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of December, 2008.

Hal Logsdon
Rental Officer

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DANIEL AUGER

Applicant/Landlord

-and-

TANYA LEE MCLEOD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Daniel Auger, applicant
Tanya Lee McLeod, respondent

Date of Decision: December 16, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and by creating damage to the rental premises. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant provided four notices that outlined incidents of disturbance from June 2007 to November, 2008. The disturbances involved loud domestic arguments which, on occasion, involved police intervention. The applicant stated that the residential complex was composed of four units and that other tenants had repeatedly complained about the noise. The applicant stated that the door to the premises had been damaged but he believed the security deposit he held would be sufficient to cover the repair costs.

The respondent did not dispute the allegations but explained that the disturbances were caused by her partner. She stated that she had summoned the police on occasion but they explained that they could not remove her partner as he had a right to occupancy. I note that the respondent is the sole tenant named on the written tenancy agreement. The respondent stated that she had obtained an Emergency Protection Order and entered the order in evidence. She also stated that the damages were the result of the police forcing the door and she intended to seek a judgement against her partner from the Court to pay for the damages.

Given the circumstances, the applicant was willing to continue the tenancy agreement provided there were no further disturbances.

I find that the respondent breached her obligation to not disturb other tenants in the residential complex. She is responsible for the actions of any person she permits in the premises whether it is disturbance or damage to the premises. I am satisfied, however, that the Emergency Protection Order will provide her with the means to prevent future incidents and to summon the assistance of the police if the order is breached.

I shall not deal with the damages at this time. The applicant may use the security deposit at the end of the tenancy agreement if they are deemed to be caused by the tenant's negligence.

I find the respondent in breach of her obligation to not disturb other tenants and shall issue an order requiring her to comply with that obligation and to not create any disturbances in the future.

Should this order be breached, the applicant may file a future application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer