

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LAURICE JONASSON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LAURICE JONASSON

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 208, 5730-50th Avenue, Yellowknife, NT shall be terminated on December 17, 2010 at 12:00 noon and the respondent shall vacate the premises at that time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of
December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LAURICE JONASSON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LAURICE JONASSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 1, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Laurice Jonasson, respondent

Date of Decision: December 1, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and sought the eviction of the respondent. The applicant submitted that the tenancy agreement had been terminated on November 15, 2010 by mutual agreement. The premises are subsidized public housing.

The applicant provided numerous complaints of loud parties, yelling and fighting in September and October, 2010. The police have been summoned to the premises on several occasions to deal with complaints of noise. The applicant served a warning notice on September 24, 2010. A notice of early termination was served on October 28, 2010 seeking possession on November 8, 2010. The respondent stated in reply that she would vacate on November 15, 2010 and the landlord acknowledged the notice and arranged a check-out on that date by email. The respondent remains in possession.

The respondent did not dispute the allegations but stated that the disturbances were the result of difficulties with her former partner who no longer lives in the premises.

Section 50 of the *Residential Tenancies Act* permits a landlord and tenant to mutually agree to terminate a tenancy agreement in writing on any specified date. I am not certain if the exchange between the parties concerning the November 15, 2010 termination date strictly meets the criteria outlined in the Act for a mutual agreement to terminate. However, I am certain that the applicant

has sufficient grounds to obtain an order terminating the tenancy agreement pursuant to section 43 of the Act and could have made the application for termination of the tenancy agreement and eviction.

The disturbances have been continuous and serious and I am not convinced by the evidence that the disturbances are likely to cease. In my opinion, the termination of the tenancy agreement is the only remaining remedy that will provide quiet enjoyment of the premises to other tenants.

I find the respondent in breach of her obligation to not disturb other tenants. An order shall issue terminating the tenancy agreement on December 17, 2010 at 12:00 noon.

Hal Logsdon
Rental Officer