

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MOSES VITAL**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MOSES VITAL

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 his obligation to not disturb other tenants and shall not create any disturbances in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of June, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MOSES VITAL**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MOSES VITAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 15, 2011**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Maigan Lefrancois, representing the applicant**
 Moses Vital, respondent
 Mira Hall, representing the respondent

Date of Decision: **June 15, 2011**

REASONS FOR DECISION

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

The applicant provided three written warning notices alleging disturbances. None of the notices named specific dates, times or nature of the alleged disturbances. Two of the notices stated that it was not established that the respondent was present at the time of the alleged disturbance but noted that the respondent was responsible for the actions of his guests. The applicant's representative had no direct knowledge of the alleged events. There were no witnesses called by the applicant nor were there any recorded complaints by other tenants presented.

The applicant also provided a security report dated May 7, 2011 stating that loud music was heard coming from the respondent's apartment at 5:26 AM. The writer reports that he knocked on the door but no one would answer. He reported that someone looked out the peep hole but would not respond.

The respondent's representative stated that the respondent was being harassed by others who would gain access to the building by using a stick to defeat the door lock. A video showing how the locked entrance door to the residential complex could be opened with a stick was presented in evidence. The respondent stated that these persons had broken into his apartment and stolen

things and had sometimes broken in when he was home. He denied letting them into the building or into his apartment and stated that he had reported the forced entry to his apartment to the police.

The respondent's representative stated that she had encouraged the respondent to keep notes of disturbing activity in the building after he was accused of creating the disturbances. His log was provided in evidence. The respondent's observations in the log indicate a lot of persons entering the building and generally a lot of noise and disturbance. The respondent's representative submitted that the respondent was being blamed for a lot of disturbance which was created by others.

It is difficult to conclude from the applicant's evidence that the respondent has repeatedly and unreasonably disturbed other tenants. There is no detail in the warning reports which enable the respondent to rebut the allegations except in the most general way. The evidence provided by the respondent leads one to believe that the disturbances occurring in the building may very well have no connection to the respondent or persons he has allowed in the building.

The only evidence of any detail is the security report. It is not unreasonable to assume that the persons in the apartment that morning included the respondent as there were no reported signs of forced entry. On the balance of probabilities I can conclude that there has been this one disturbance. In my opinion, there are not sufficient grounds to terminate the tenancy agreement but an order requiring the respondent to comply with his obligation to not disturb other tenants

- 4 -

and to not create any future disturbance shall issue.

Hal Logsdon
Rental Officer