

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **WESLEY BERGERON**, 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 **INUVIK, NT.**

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

WESLEY BERGERON

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 27, 40 Tununuk Place, Inuvik, NT shall be terminated on June 30, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of June, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **WESLEY BERGERON**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

WESLEY BERGERON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 8, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Gregory Murphy, representing the applicant
Wesley Bergeron, respondent

Date of Decision: June 8, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed the landlord and other tenants in the residential complex and sought an order terminating the tenancy agreement between the parties.

The applicant provided a written complaint from another tenant complaining about the respondent making excessive noise with his snowmobile at 6:30 AM on December 3, 2011. The applicant also provided seven notices to the respondent in evidence outlining incidents of disturbance between October 30, 2011 and April 14, 2012. The applicant testified that most of the incidents involved loud music, parties and loud arguing. The applicant lives in the building and stated that he had direct knowledge of the incidents and that other tenants had complained to him about the noise. The applicant testified that the respondent permitted intoxicated persons to enter the building who disturbed him and other tenants. The applicant testified that the disturbances have continued unabated. He stated that the police have attended the premises on three occasions due to disturbances.

The respondent acknowledged that he had parties but stated that except for the incident with the snowmobile, no other tenant had ever complained to him. He stated that other tenants did not appear to object to his parties and that the applicant unreasonably monitored the activity in the building.

I am satisfied from the evidence that the respondent has repeatedly disturbed other tenants and the landlord. While Mr. Bergeron may not have received any complaints from his neighbours, it is reasonable to assume that they have complained to the landlord. Clearly the landlord, who resides in the building, has been disturbed. The respondent has been warned on numerous occasions but I find no evidence to suggest that the disturbances have abated. It would appear that the only effective remedy that will end the noise and parties is the termination of the tenancy agreement.

I find the respondent in breach of his obligation to not disturb the landlord or other tenants in the residential complex. An order shall issue terminating the tenancy agreement on June 30, 2012.

Hal Logsdon
Rental Officer