

IN THE MATTER between **SATDEO INC.**, Applicant, and **ADRIAN DRAKES**,
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 **HAY RIVER, NT.**

BETWEEN:

SATDEO INC.

Applicant/Landlord

- and -

ADRIAN DRAKES

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 breach that obligation in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of July,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **SATDEO INC.**, Applicant, and **ADRIAN DRAKES**,
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:

SATDEO INC.

Applicant/Landlord

-and-

ADRIAN DRAKES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 10, 2012**

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Malay Das, representing the applicant
Adrian Drakes, respondent

Date of Decision: **July 12, 2012**

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 using illegal substances in the rental premises. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant stated that he had received numerous complaints from other tenants concerning the tenant's use of illicit drugs and allowing undesirables, including underage girls to sleep in his apartment. The applicant alleged that the respondent's guests had damaged a wall in the hallway and had discharged a fire extinguisher. He stated that other tenants were leaving the building because of this disturbance. These allegations were made in a notice dated May 26, 2012. The applicant states in that letter that he attended the respondent's premises that afternoon and found the respondent "drunk and noisy" and unwilling to allow him to enter. He stated he could hear loud female voices from inside the apartment.

In another notice dated June 10, 2012 the applicant makes similar allegations and refers to an incident on June 7, 2012 when he attended the apartment due to loud music after midnight. The applicant stated that the respondent would not open the door and the RCMP were called.

The applicant did not have direct knowledge of any of the disturbing events except the May 26 and June 7 incidents. He stated that he had smelled the odour of something other than tobacco in the area of the respondent's apartment but could not positively identify the odour.

The respondent acknowledged that there had been a disturbance on June 7, 2012 and that the RCMP had attended the premises due to the noise complaint. He also acknowledged refusing the applicant to enter his apartment on May 26, 2012 which was certainly his right. He denied any other disturbances and noted that the landlord had not produced any evidence to support his allegations. He denied damaging the hallway or using illicit substances. He stated that his girlfriend has seven young sisters (the underage girls) who visit the apartment frequently.

I must agree with the respondent that the applicant has little or no evidence to support most of his allegations. He has only provided dates and time for two incidents that he witnessed himself. The remaining evidence would appear to be hearsay. None of the complainants have provided any evidence nor has the applicant noted dates of the complaints, the nature of the complaint or any action that was taken.

I am convinced that at least one and likely two disturbances have occurred but in my opinion, they do not constitute grounds to terminate the tenancy agreement and evict the respondent provided there are no future incidents.

An order shall issue requiring the respondent to comply with his obligation to not disturb other tenants and to not create any disturbances in the future.

Hal Logsdon
Rental Officer