

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON LANDRY**, 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 -

JASON LANDRY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand five hundred twenty nine dollars and fifty two cents (\$2529.52).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 207, 42 Con Road, Yellowknife, NT shall be terminated on February 6, 2013 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for February, 2013 in the total amount of four thousand two hundred nineteen dollars and fifty two cents (\$4219.52) are paid in full.

3. 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 disturbance in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON LANDRY**, 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-

JASON LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Jennifer Bruce, representing the applicant
Jason Landry, respondent

Date of Decision: January 23, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$2529.52. The monthly rent for the premises is \$1690 and the applicant holds a security deposit of \$1655.

The applicant provided five incident reports from security officers outlining their observations. Two of the reports are undated. The remaining three refer to incidents in September, October and November, 2012. All of the recorded incident times were after midnight. The reports were similar in that they reported parties, loud music and loud voices. Except for the September report, it appears that the noise abated after a warning from the security officer. The September report however, stated that the officer attended the apartment twice on his shift and his warnings were ignored.

The applicant stated that their properties are regularly patrolled by security officers who respond to noise that they hear during the patrol and complaints received from other tenants. The applicant could not say if any of the reported incidents originated from tenant complaints. The

reports do not reference any tenant complaints and appear to be the result of the routine patrols.

The respondent stated that he received assistance for the rent due to a disability and suggested that the landlord deal with the provider of the assistance. He alleged that there was some conspiracy between the government and the landlord to deprive him of his assistance.

The respondent stated that he didn't remember any of the reported incidents although he appeared to remember telling the security officer in October that "every weekend a person gets stabbed in the hallways". The officer's October report includes that quotation. The respondent also stated that the October incident happened at a time when people should be up and awake. That incident reportedly took place at 4:45 AM.

There are no reports or other evidence of disturbance after November 10, 2012.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2529.52.

Section 43 of the *Residential Tenancies Act* prohibits tenants from disturbing the landlord or other tenants.

- 43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.**
- (2) A disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a**

disturbance caused by the tenant.

Although there is nothing in the security reports that confirms that any other tenants complained about the incidents, it is not unreasonable to assume that if a patrolling security officer can hear loud music and voices, that adjoining tenants will be disturbed by the noise, particularly at 4:45AM. I am convinced by the evidence that some degree of disturbance has occurred and find the respondent in breach of section 43.

In my opinion, the disturbances alone do not warrant the termination of the tenancy agreement unless they continue. However, the rent arrears are sufficient grounds to terminate the tenancy agreement unless they are promptly paid. The applicant has not paid the full amount of rent since October, 2012.

An order shall issue requiring the respondent to pay rent arrears of \$2529.52 and terminating the tenancy agreement on February 7, 2013 unless the rent arrears and the February, 2013 rent are paid in full. I find that amount to be \$4219.52 calculated as follows:

Rent arrears	\$2529.52
February, 2013 rent	<u>1690.00</u>
Total	\$4219.52

The respondent is also ordered to comply with his obligation to not disturb other tenants in the residential complex and to not create any disturbances in the future.

- 5 -

An eviction order to be effective on February 7, 2013 unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer