

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**WILLIAM HURST**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**WILLIAM HURST**

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 116, 20 Bootlake Road, Inuvik, NT shall be terminated on December 5, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of  
November, 2013.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**WILLIAM HURST**, 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-

**WILLIAM HURST**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 20, 2013

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Bright Lubansa, representing the applicant

**Date of Decision:** November 20, 2013

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation that the respondent had picked up the notice but Canada Post confirmed that he had been advised by notice on November 4, 2013 that an item was available for pick-up. The rental officer attempted to contact the respondent prior to the hearing at his home telephone number. The voice mail confirmed that it was the number for the respondent. A message was left indicating the date, location and time of the hearing. As well, the rental officer attempted to contact the respondent at work and was informed that the respondent was at work but not immediately available. Again, a voice mail message was left indicating the date, location and time of the hearing and a contact number for the rental office. The respondent failed to appear at the hearing. In my opinion, there are sufficient grounds to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and by failing to pay rent on the days it was due. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant testified that the rent was now paid in full but was seldom paid in advance as required by the tenancy agreement. A statement of the rent account and a copy of the tenancy agreement were provided in evidence. The tenancy agreement obligates the tenant to pay the

monthly rent in advance and the statement indicates a zero balance owing but numerous late payments throughout the term of the agreement.

The applicant testified that there had been complaints of loud parties and drinking on August 9, August 18 and September 7, 2013. He stated that he verbally warned the respondent to cease disturbing other tenants. The applicant provided four reports of similar disturbances attended by the security staff between October 19 and November 9, 2013. The police were summoned on all of these occasions. The applicant served a notice on October 21, 2013, warning the respondent that no further disturbances would be tolerated.

I find the respondent in breach of his obligation to not disturb other tenants in the residential complex and his obligation to pay rent on the days it is due. In my opinion there are sufficient grounds to terminate the tenancy agreement due to the repeated disturbances. Despite numerous warnings, the respondent continues to have parties and noisy guests. I see no evidence that the disturbances have abated. It appears that the only remedy available that will ensure that other tenants enjoy reasonably quiet possession is to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement on December 5, 2013. An eviction order to be effective on December 6, 2013 shall be issued separately.

---

Hal Logsdon  
Rental Officer