

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
KRISTEN AREY, 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 -

KRISTEN AREY

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 17, 20 Tununuk Place, 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
KRISTEN AREY, 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-

KRISTEN AREY

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
Kristen Arey, respondent

Date of Decision: November 20, 2013

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 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 on October 5, 15 and 30 and December 22, 2012. He stated that he had verbally warned the respondent to cease disturbing other tenants. The applicant provided four reports of similar disturbances attended by the security staff between June 28 and October 30, 2013. One report dated August 14, 2013 noted damage to the door after a complaint about fighting at the respondent's apartment. The applicant served a notice to the respondent on October 31, 2013, warning the respondent that no further disturbances would be tolerated. The applicant also provided a written complaint from another tenant living below the respondent outlining a loud party at 5:00 AM on November 8, 2013.

The respondent denied that there was anyone in her apartment on August 14. She stated that she was not home and that she did not know how the door was damaged. She acknowledged that the remainder of the allegations were accurate and stated that she had been trying to eliminate the disturbances.

Even eliminating the August 14 allegations, I find the respondent in breach of her obligation to not disturb other tenants in the residential complex and her 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. Other tenants in the building are entitled to quiet enjoyment. It appears that will only be achieved by terminating this 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