

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Janesta McLeod**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the town of Inuvik in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JANESTA MCLEOD

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 regarding the rental premises known as #125, 2 Bootlake Road, in Inuvik, Northwest Territories, is terminated April 30, 2014, and the respondent must vacate the rental premises on or before that date.
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the use and occupation of the rental premises at a rate of \$32.05 for each day the respondent remains in the rental premises after April 30, 2014.

DATED at the City of Yellowknife in the Northwest Territories this 24th day of April 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Janesta McLeod**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JANESTA MCLEOD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 22, 2014
<u>Place of the Hearing:</u>	Inuvik, Northwest Territories
<u>Appearances at Hearing:</u>	Bright Lubansa, representing the applicant Aru Vashisht, representing the applicant
<u>Date of Decision:</u>	April 22, 2014

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Janesta McLeod as the respondent/tenant was filed by the Rental Office March 6, 2014. The application was made regarding a tenancy agreement for the rental premises known as #125, 2 Bootlake Road, in Inuvik, Northwest Territories. The applicant served a copy of the filed application package on the respondent by registered mail signed for March 27, 2014.

The applicant alleged the tenant has repeatedly disturbed others' quiet enjoyment of the residential complex. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 22, 2014. Mr. Bright Lubansa and Ms. Aru Vashisht appeared at the hearing representing the applicant. Ms. Janesta McLeod was served a notice of attendance by personal service April 7, 2014. Neither Ms. McLeod nor anyone representing her appeared at the hearing. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

The applicant testified that Ms. McLeod had entered into a fixed-term tenancy agreement for apartment #125, 2 Bootlake Road, in Inuvik, Northwest Territories, on September 3, 2013, to expire June 30, 2014. Since shortly after moving in to the apartment, loud parties occurred on a monthly basis, causing complaints from neighbours due to the disturbances. Ms. McLeod was repeatedly warned both verbally and in writing of the consequences should the disturbances continue, to no effect. Some of the disturbances resulted in the RCMP's attendance. The parties would occur overnight and often over several days. The apartment complex Ms. McLeod resides in is small, but fully occupied, resulting in the quiet enjoyment of the residential complex being denied to the majority of the other tenants. One incident included threats being made against other tenants by Ms. McLeod's guests.

Tenancy agreement

The lease agreement entered into evidence is between the parties for the rental premises known as apartment #125, 2 Bootlake Road, in Inuvik, Northwest Territories. It is for a fixed-term starting September 3, 2013, and ending June 30, 2014. I am satisfied a valid tenancy agreement is in place.

Disturbances

Mr. Lubansa's testimony regarding the disturbances is supported by evidence in the form of correspondences, a building security incident report, a file memo, and e-mail complaints. Section 43(1) of the Act states a tenant shall not disturb the landlord's or other tenant's possession or enjoyment of the rental premises or residential complex; section 43(2) of the Act states a disturbance caused by a person permitted by a tenant to enter the residential complex or rental premises of the tenant is deemed to be a disturbance caused by the tenant. I am satisfied Ms. McLeod has repeatedly breached section 43 of the Act.

Ms. McLeod's lack of effort to desist from disturbing her neighbours' quiet enjoyment of the residential complex speaks to her low level of respect for others. I am satisfied an order terminating the tenancy agreement and evicting Ms. McLeod from the rental premises is in order to prevent further disruption of the remaining tenants' quiet enjoyment of their premises.

An order will issue terminating Ms. McLeod's tenancy on April 30, 2014, evicting her from the rental premises on May 1, 2014, and requiring her to compensate the landlord for the use and occupation of the rental premises at a rate of \$32.05 for each day she remains in the rental premises after April 30, 2014. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondence to respondent dated September 15, 2013

Exhibit 2: Applicant's building security incident report dated January 12, 2014

Exhibit 3: E-mail complaint dated December 30, 2013

Exhibit 4: Applicant's correspondence to respondent dated December 30, 2013

Exhibit 5: E-mail complaint dated February 24, 2014

Exhibit 6: Lease agreement made September 3, 2013

Exhibit 7: E-mail conversations reporting complaints from November 23, 2013, to March 27, 2014

Exhibit 8: Applicant's memo information dated February 24, 2014

Exhibit 9: Applicant's notice to terminate lease for 125 Parkview correspondence to respondent dated March 28, 2014