

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**LAUREN FROMENT**, 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 -

**LAUREN FROMENT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 43(4)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 409, 48 Con Road, Yellowknife, NT shall be terminated on May 15, 2014 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of May,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**LAUREN FROMENT**, 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-

**LAUREN FROMENT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Marie Laberge, representing the applicant  
Janet Conrad, witness for the applicant  
Harvey Monahan, witness for the applicant  
Garth Wallbridge, representing the respondent  
Lauren Froment, respondent

**Date of Decision:** May 1, 2014

### **REASONS FOR DECISION**

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement and evicting the respondent.

Included with the application which was served on the respondent were numerous security patrol reports, a notice of early termination, two notices regarding noise complaints and two written complaints from other tenants. The applicant provided a number of documents at the hearing which had not been served on the respondent and the respondent's counsel then sought an adjournment to allow him to review the material. In my opinion, counsel had just cause for an adjournment as there was quite a lot of material, but the applicant elected to proceed on the basis that only the material that had been served on the respondent be considered. The respondent's counsel agreed to proceed on that basis. I have not considered or reviewed the additional evidence provided at the hearing.

The applicant stated that they had retained a dedicated security guard to patrol the residential complex every day from 11:00 PM to 6:00 AM. The applicant provided fifteen security reports in evidence outlining activity from January 24 to March 16, 2014. Ten of these reports contained specific references to the respondent's apartment. The reports indicate that on ten occasions, the security guard warned the occupants of the apartment of noise and asked them to cease. The warnings were typically after midnight. On three occasions the security guard ejected persons who were non residents from the respondent's apartment for disturbances.

Ms Conrad testified that she worked at the landlord's office. She stated that the respondent had attended the office on one occasion and was screaming and kicking things. She stated that the respondent attempted to throw a computer.

Mr. Monahan testified and presented a written statement outlining incidents in February when the respondent allegedly damaged his door. A written statement by his wife also outlined that incident.

A previous order (file #10-13736, filed on January 21, 2014) determined that the respondent had breached the tenancy agreement by creating disturbances and ordered the respondent to not create any disturbances in the future.

The respondent's counsel did not have any questions for either of the applicant's witnesses but noted that in many of the security reports, the security guard wrote that he issued "warnings on 409" or "asked 409 to keep the noise down". He questioned if this was sufficient to determine that the respondent had created the disturbance or that she had been advised that she or her guests were disturbing others. He also noted that some of the reports note disturbances in common areas inferring that the disturbing parties were permitted in the building by the respondent or were previously in the respondent's apartment.

Ms Froment stated that she was remanded between April 4 and April 9, 2014 and that no one was staying in her apartment during that period. She stated that when she returned, she discovered

that her apartment had been broken into. She questioned the effectiveness of the security in the building. The applicant testified that during this period, there were no reports of disturbance.

The respondent expressed her desire to rent a smaller apartment from the applicant and expressed her frustration that the landlord had not taken steps to provide her with another unit. The respondent's counsel indicated that \$100 had been provided to the landlord as a transfer fee. The applicant stated that a fee had been received on behalf of the respondent but that the landlord had no intention of providing the respondent with other premises. In my opinion, the decision to offer a tenancy agreement to a prospective tenant belongs solely to the landlord. It is outside the jurisdiction of the Act.

In my opinion the notations by the security guard which state that he warned 409 or spoke to 409 imply that he spoke to a person or persons who were occupying the apartment at that time. Perhaps it was Ms Froment or perhaps it was not. The *Residential Tenancies Act* does not require that a tenant be notified of disturbances or any other breach prior to filing an application but on the balance of probabilities, I am reasonably confident that Ms Froment was in the apartment on at least some of these occasions. I must also assume that if she was not present, she permitted those occupying the premises to be there. Pursuant to section 43(2) of the Act, the respondent is deemed to have caused the disturbance when they allow entry to the premises or the residential complex.

**43. (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.**

There are a number of observations on the security reports which infer that the persons creating disturbance or damage to common areas of the building were permitted to enter the building by the respondent or were previously in the respondent's apartment. In my opinion, these observations can not be given any significant weight as there is no direct evidence that the respondent permitted them to enter the building or her apartment. The testimony of the applicant that there were no reported incidents while the respondent was remanded does suggest however, that the presence of the respondent in the premises and the disturbances are correlated.

The testimony of the witnesses are not inconsistent with the other evidence but in my opinion it is hardly necessary to consider them. The number of reported incidents by the security guard alone, indicate that the respondent has paid little attention to the previous order. That order was issued in late January and within three weeks, new disturbances were reported which appear to have continued unabated. The respondent may be frustrated with the landlord's refusal to enter into another tenancy agreement with her for a smaller apartment or the landlord's attempts to improve security in the building but that can not excuse the respondent's continued disturbance of her neighbours.

I find the respondent in breach of her obligation to not disturb other tenants in the residential complex and in breach of the previous order. Of the remedies permitted under the Act, I believe that only the termination of the tenancy agreement will be effective in addressing the problem.

An order shall issue terminating the tenancy agreement between the parties on May 15, 2014. An

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eviction order to be effective on May 16, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer