

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SALOME IPPIARK, 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 -

SALOME IPPIARK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(4)(a) and 43(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to not disturb other tenants and shall not create any disturbances in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SALOME IPPIARK, 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-

SALOME IPPIARK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 16, 2014**

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

Appearances at Hearing: **Aru Vashisht, representing the applicant**
 Salome Ippiark, respondent

Date of Decision: **June 16, 2014**

REASONS FOR DECISION

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

The applicant provided a notice in evidence dated April 23, 2014 stating that there had been several complaints about disturbances originating from the respondent's apartment over the past few weekends. There was no detail as to the nature of the disturbances. A file note, also provided in evidence, stated that a complaint had been received from another tenant on April 23. The applicant stated that the respondent was reported knocking on her neighbour's door at 6-7 AM. The applicant stated that there had not been any complaints since April 23, 2014.

The respondent stated that she had been in Rankin Inlet in February and March, 2014 and had a house sitter occupying her apartment while she was gone. She stated that she had heard that there were parties held in her apartment while she was away. She also acknowledged that she knocked on her neighbour's door early in the morning believing it was another person's apartment.

Section 43 of the *Residential Tenancies Act* sets out a tenant's responsibility for disturbances caused by persons that they permit in the premises.

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.

The disturbances caused by the respondent's house sitter are deemed to be disturbances by the tenant. However there is no evidence to suggest these disturbances will be repeated. It appears that the one incident on April 23 was unintended and there have been no reported disturbances since that date. In my opinion, there are not sufficient grounds to terminate this tenancy agreement. An order shall issue requiring the respondent to comply with her obligation to not disturb other tenants in the residential complex and to not create any disturbances in the future.

Hal Logsdon
Rental Officer