

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Louisa Lucas, Krystena R. Lucas, and William Vanleeuwen**, Respondents;

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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**LOUISA LUCAS, KRYSTENA R. LUCAS, and WILLIAM VANLEEUVEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondents must comply with their obligation to permit no more than two persons to occupy the rental premises, and they must not breach that obligation again.
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondents must comply with their obligations not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises and residential complex, and to maintain the ordinary cleanliness of the rental premises, and they must not breach those obligations again.

3. Pursuant to sections 43(3)(d) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate January 31, 2016, and the respondents must vacate the rental premises on or before that date, unless no further verified complaints of disturbances against the respondents are received by the landlord.
4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 2 of this order, the respondents will be evicted from the rental premises known as #301, 1000 Gitzel Street, in Yellowknife, Northwest Territories, on February 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 13th day of November 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Louisa Lucas, Krystena R. Lucas, and William Vanleeuwen**, Respondents.

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-

**LOUISA LUCAS, KRYSTENA R. LUCAS, and WILLIAM VANLEEUVEN**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Aya Burshan, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 10, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Louisa Lucas, Krystena R. Lucas, and William Vanleeuwen as the respondents/tenants was filed by the Rental Office September 11, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #301, 1000 Gitzel Street, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents September 11, 2015.

The applicant alleged the respondents had repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment or possession of the rental premises and residential complex, and an order was requested for termination of the tenancy agreement and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 7, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Ms. Louisa Lucas, Ms. Krystena R. Lucas, and Mr. William Vanleeuwen were served notices of attendance by registered mail deemed served October 2, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Krystena R. Lucas and Mr. Vanleeuwen were again served by email deemed received October 6, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). None of the respondents appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absences pursuant to section 80(2) of the Act.

#### *Tenancy agreement*

The signed tenancy agreement entered into evidence establishes an agreement between the parties for the rental premises known as #301, 1000 Gitzel Street, in Yellowknife, Northwest Territories. The tenancy commenced November 19, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

### *Disturbances*

Ms. Burshan testified and provided evidence that between June 15 and October 6, 2015, the landlord had received repeated complaints from the respondents' neighbours of disturbances. The manner of disturbances included: barking, whining, and howling from a dog at all hours; mis-treatment of a dog; leaving dog faeces on the balcony and throwing faeces off the balcony; having more than one dog; having more occupants than are permitted in the premises; playing loud music; children running and screaming; and adults screaming and fighting. The most recent complaint received by the landlord indicated the fighting seems to have stopped, but the noises from the dog and late night vacuuming and loud music playing has continued.

Section 45(3) of the Act prohibits a tenant from permitting too many people from occupying the rental premises on a continuing basis. Ms. Burshan confirmed that the maximum occupancy for the rental premises is specified under section 9 of the tenancy agreement at 2 persons. She explained that Ms. Louisa Lucas is Ms. Krystena R. Lucas's mother; she does not reside at the rental premises as she is simply a co-signor to the agreement. For several months, the respondents did have their children living with them, as well as another friend who is known to the landlord as a former tenant previously evicted for causing problems. I am satisfied the respondents have permitted more than two persons to occupy the rental premises. I find the respondents have failed to comply with their obligation under section 9 of the tenancy agreement and section 45(3) of the Act.

Ms. Burshan also indicated that the respondents were permitted one pet, a dog. It was confirmed that at one point over the summer the respondents were keeping three dogs. They have since reduced that number to the one dog again.

Section 8 of the tenancy agreement and section 45(2) of the Act require a tenant to maintain the ordinary cleanliness of the rental premises. In this case, the rental premises includes the attached balcony. Section 11 of the rules and regulations to the tenancy agreement prohibits garbage from being left on the balcony. By permitting dog faeces to accumulate on the balcony, the tenant has failed to comply with their obligation to maintain the ordinary cleanliness and breached the rule not to have garbage on the balcony. Additionally, the accumulation of dog faeces on the balcony creates an environment detracting from the enjoyment of the residential complex for other

tenants. Section 12 of the rules and regulations to the tenancy agreement prohibits tenants from throwing anything from any part of the building. By throwing bags of dog faeces off the balcony, the respondents have breached this rule. I am satisfied the respondents have not kept their balcony clean of dog faeces and I find they have breached sections 8 of their tenancy agreement, sections 11 and 12 of the rules and regulations to their tenancy agreement, and section 45(2) of the Act.

Section 5 of the rules and regulations to the tenancy agreement and section 43 of the Act prohibit tenants from disturbing the landlord's or other tenants' possession or enjoyment of the rental premises. The former section goes so far as to restrict the use of stereos, parties, or other loud noises after 10:00 p.m. Sunday to Thursday and 11:00 p.m. Friday and Saturday. The noise from the dog during the night, the loud music being played late at night, and the vacuuming being done after 10:00 p.m. all constitute breaches of the respondents' obligations, as does the fighting, screaming, and running around that occurred previously. I am satisfied the respondents have repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises, and I find they have failed to comply with section 5 of the rules and regulations to their tenancy agreement and section 43 of the Act.

*Termination of the tenancy agreement and eviction*

The repeated and unreasonable nature of the disturbances justify termination of the tenancy agreement and eviction. However, in light of some improvement having occurred since filing of this application to a rental officer, I am satisfied an opportunity to resolve the remaining issues regarding the music, vacuuming, and dog disturbances is appropriate. As such, the termination of the tenancy and eviction will be conditional on whether or not the landlord receives any further verified complaints of disturbances against the respondents.

*Order*

An order will issue requiring the respondents not to breach their obligation to permit no more than two persons to occupy the rental premises again; not to breach their obligation to maintain the ordinary cleanliness of the rental premises again; not to breach their obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises again; terminating their tenancy agreement January 31, 2016, unless no further verified complaints of disturbances are received by the landlord against the respondents; and evicting the respondents from the rental premises February 1, 2016, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenancy agreement signed November 19, 2014

Exhibit 2: Notices of complaints to respondents dated: September 11, 2015; September 3, 2015; June 24, 2015; June 15, 2015

Exhibit 3: Email from Breanna Beaudoin to [mmesguh@npreit.com](mailto:mmesguh@npreit.com) dated September 11, 2015, with attached photograph

Exhibit 4: Emails with attached photographs from James Saunders to Tamika Best dated: June 23, 2015; June 15, 2015

Exhibit 5: Email from Aya Burshan to Rental Office dated September 18, 2015, with attached incident report dated September 17, 2015

Exhibit 6: Email from Breanna Beaudoin to Aya Burshan dated October 6, 2015