

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY ON BEHALF OF THE NORTHWEST TERRITORIES HOUSING CORPORATION**, Applicant, and **KELVIN BONNETROUGE AND SHIRLEY MODESTE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY ON BEHALF OF THE NORTHWEST
TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

KELVIN BONNETROUGE AND SHIRLEY MODESTE

Respondents/Tenants

ORDER AND EVICTION 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 206, 5001 - 52 Ave, Yellowknife, NT shall be terminated on November 25, 2015 and the respondents shall vacate the premises on that date.
2. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondents shall be

evicted from the premises known as Apartment 206, 5001 - 52 Ave, Yellowknife, NT on November 26, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of November, 2015.

Hal Logsdon
Rental Officer

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REASONS FOR DECISION

Date of the Hearing: November 18, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Cameron O'Keefe, representing the applicant
Mary Banksland, representing the applicant

Date of Decision: November 18, 2015

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail on October 30, 2015. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that a notice had been left at the address of the respondents on November 2, 2015 indicating where the item could be picked up. The applicant also testified at the hearing that the respondents had attended their office prior to the hearing and had been given a copy of the Notice of Attendance and advised of the hearing date, time and location. The respondents failed to appear at the hearing. In my opinion, it is not unreasonable under the circumstances to consider the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondents.

The applicant alleged that the respondents had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex and sought an order terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing contained in a multi-unit apartment building.

The applicant provided numerous written complaints from other tenants in the residential complex. The applicant stated that the respondents continually permit others to enter the building and stay in the apartment or in the hallways of the complex. Although the apartment is on the second storey of the building, a ladder and a rope have been used to provide others access to the apartment when the tenants are not at home. The applicant stated that the premises have

essentially been converted to a “flop house” by the respondents. Complaints have continued to be received from other tenants up to November 17, the day before the hearing.

The video evidence, provided by another tenant, is particularly disturbing, showing the respondents yelling at each other from the hallway and the RCMP attending the premises responding to a complaint.

The applicant sought relief as soon as practical. It is clear from the evidence that this disturbance is ongoing and severe with no indication of abatement. The respondents have been warned on several occasions without any effect. In my opinion, a speedy termination of this tenancy agreement is reasonable and necessary in the interest of other tenants in the building.

I find the respondents in breach of their obligation to not disturb other tenants. In my opinion there are sufficient grounds to terminate the tenancy agreement and the eviction of the tenants is justified.

An order shall issue terminating the tenancy agreement on November 25, 2015. An eviction order to be effective on November 26, 2015 shall also issue.

Hal Logsdon
Rental Officer