

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ALEX KAGLIK**, 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, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

ALEX KAGLIK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not disturb other tenants or the landlord in the future.

DATED at the City of Yellowknife in the Northwest Territories this 27th day of February 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ALEX KAGLIK**, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

ALEX KAGLIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 24, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Alex Kaglik, respondent

Date of Decision: February 27, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants' quiet enjoyment of the rental premises and residential complex. The applicant sought an order terminating the tenancy agreement between the parties. The applicant also stated that the respondent owed money for the repair of tenant damages and had been paying the applicant in monthly instalments. The applicant also sought an order for the lump sum payment of the outstanding balance.

The applicant stated that, following an incident of disturbance in June 2002, the respondent had appealed a notice of early termination to the Board of Directors. The Board rescinded the notice provided there would be no further incidents, to which the respondent agreed. The applicant testified that there was a further incident on November 12, 2003 involving a woman in the hallway who had been in the respondent's premises.

The respondent, an elder, testified that on the day of the second incident he was seriously ill with the flu and was being treated as an outpatient at the hospital. He was being administered intravenous medication and was required to go to the hospital three times a day. He stated that he was unable to do this on his own and had his son assist him to and from the hospital. He stated that after the last trip to the hospital that day, he went to bed and was unaware of the disturbance. He indicated that his son told him the next day that his girlfriend had created the disturbance in the hall.

Section 43(2) of the *Residential Tenancies Act* deems a disturbance caused by a person who is permitted by a tenant to enter the premises or a residential complex to be a disturbance caused by the tenant.

The respondent clearly permitted his son to enter the premises in order to provide him the assistance he required to go to the hospital. It is likely the son's girlfriend also attended.

However, the incident took place at 2:45AM according to the applicant's testimony, long after the respondent stated he was in bed asleep. It does not appear that the respondent was a party to this disturbance other than permitting the disturbing person in the premises (or permitting his son to do so). The respondent required the assistance of his son to get to the hospital. Denying him entry was not an option. Given the circumstances, in my opinion, termination of the tenancy is not an appropriate remedy.

The repair costs are from a former tenancy agreement between the parties. The respondent has been paying a small amount regularly to the landlord to satisfy the debt. The applicant acknowledged that the payments were part of an agreement made between the parties. It does not appear to have been seriously breached. I see no need to order a lump sum payment of the outstanding amount.

I am satisfied that a disturbance occurred. The requested order for termination is denied but an order requiring the respondent to not disturb in the future shall issue.

Hal Logsdon
Rental Officer