

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
JULIA GORDON, 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 -

JULIA GORDON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not breach her obligation to not disturb other tenants again.
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs relating to the repair of tenant damages in the amount of one thousand eight hundred fifty five dollars and seventy seven cents (\$1855.77).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the repair costs in monthly installments of no less than \$50/month, the first payment becoming due on December 1, 2004 and payable thereafter on the first day of every

month until the repair costs are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
November, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

JULIA GORDON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 25, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Diana Tingmiak, representing the applicant
Julia Gordon, respondent

Date of Decision: November 2, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by disturbing other tenants in the residential complex and failing to repair damages to the premises that were the result of her negligence. The applicant sought an order requiring the respondent to pay the repair costs and terminating the tenancy agreement.

The applicant provided a work order and itemized list of repairs which were undertaken to former premises. The applicant also outlined seven alleged incidents of disturbance between July, 2001 and August 2004. The applicant stated that during this period the respondent had been served with several notices of early termination. The respondent appeared before the Board of Directors on two occasions which resulted in the Board rescinding the termination notices, provided the respondent did not disturb other tenants again.

The respondent did not dispute the allegations pertaining to the alleged damages but disputed the allegation that she created a disturbance on August 15, 2004. The respondent testified that the disturbance that evening was not created by her, but by another tenant in other premises in the complex. The applicant had no direct knowledge of the incident other than the reported complaint by another tenant.

There is sufficient evidence to support the applicant's allegation that the respondent has repeatedly disturbed other tenants. However, in my opinion, there is not sufficient evidence to

conclude that the respondent created a disturbance on August 15, 2004. As the landlord had previously rescinded notices of early termination, provided there would be no further disturbances, I do not feel that termination by order is warranted.

The respondent has acknowledged the damages and has been making payments to the applicant for the costs of repair. In my opinion an order requiring the respondent to pay the repairs costs in monthly installments is reasonable as the parties have previously agreed to such an arrangement.

I find the respondent in breach of her obligation to not disturb other tenants and in breach of her obligation to repair tenant damages. I find the remaining repair costs to be \$1855.77. An order shall issue requiring the respondent to pay the applicant costs related to the repair of tenant damages in the amount of \$1855.77. The respondent may pay the costs in monthly installments of no less than \$50, the first installment becoming due on December 1, 2004 and payable thereafter on the first day of every month until the repair costs are paid in full. The order shall also require the respondent to not breach her obligation to not disturb other tenants.

Hal Logsdon
Rental Officer