

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**CLARA FROST**, 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 -

**CLARA FROST**

Respondent/Tenant

**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 AL 107, 23 Kugmallit Road, Inuvik, NT shall be terminated on November 30, 2004 and the respondent shall vacate the premises on that date.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**CLARA FROST**, 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-

**CLARA FROST**

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  
Clara Frost, respondent

**Date of Decision:** October 25, 2004

**REASONS FOR DECISION**

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

The applicant provided copies of notices served on the respondent outlining alleged disturbances between July, 2003 and August 2004. The applicant was served a notice of early termination on January 6, 2004 seeking vacant possession on January 22, 2004. The respondent appealed to the Board of Directors who rescinded the notice on the condition that there be no further disturbances. The applicant alleged that other disturbances occurred on the nights of July 3 and July 4, 2004 and served another notice of early termination on the respondent on July 5, 2004 seeking vacant possession on July 22, 2004. The respondent failed to give up possession and the application to a rental officer was filed on August 31, 2004.

The alleged damages were with respect to a former unit which the respondent vacated in August, 2003. The respondent entered into an agreement with the applicant on November 28, 2003 acknowledging the damages and agreeing to pay the repair costs in installments of \$50/month. The applicant testified that since that agreement was made, the respondent had been making payments in accordance with the agreement.

The respondent testified that she was not at home all day and most of the evening on July 5, 2004. The applicant noted that although the notice was dated July 5, the incidents of disturbance occurred on July 3 and July 4, 2004. The respondent also stated that the RCMP only attended the premises one time on January 2, 2004, not twice as noted on the applicant's statement.

The complex consists of five premises. On each occasion of disturbance, another tenant in the complex complained to the landlord about noise. The landlord has provided notices to the tenant in each case, outlining the tenant's obligation to not disturb and warning her of the possible consequences should the disturbances continue. One notice of early termination was rescinded in order to give the respondent a chance to continue the tenancy. It does not appear that the respondent has seriously heeded the notices and warnings given by the landlord. It appears that the only remaining remedy to ensure that the four other households in the complex are not disturbed again is to terminate the tenancy agreement. I find the respondent has repeatedly disturbed other tenants in the residential complex. In my opinion, there are sufficient grounds to terminate this tenancy agreement

In the matter of the repair costs, I see no need to order the lump sum payment of these costs when the respondent is paying them in accordance with the agreement between the parties. The request for an order for the repair costs is denied, but should the respondent fail to maintain the scheduled payments, the applicant may file an application seeking relief.

An order shall issue terminating the tenancy agreement between the parties on November 30, 2004 and the respondent shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer