

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
HORST PODZADNY, 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 -

HORST PODZADNY

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 SY101, 8 Centennial Street, Inuvik, NT shall be terminated on April 30, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of April,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
HORST PODZADNY, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

HORST PODZADNY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 29, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Horst Podzadny, respondent

Date of Decision: April 3, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed the landlord and had failed to permit the landlord entry to the rental premises. The applicant sought an order terminating the tenancy agreement.

The applicant testified that the respondent had repeatedly been abusive to the staff of the Inuvik Housing Authority and outlined numerous incidents where the respondent attended the offices of the landlord and used abusive language, shouted at staff and made threats. The applicant also testified that the respondent had refused to evacuate the residential complex when the fire alarm sounded and was abusive and uncooperative with the building superintendent and fire officers. The applicant alleged that on several occasions, the respondent had refused the landlord lawful entry to the premises to conduct inspections and make repairs.

The respondent did not dispute that he had refused the landlord entry but felt that his behaviour was not seriously abusive or disturbing. He appeared to dismiss the allegations as frivolous.

A landlord has a right to enter rental premises for specific purposes which are outlined in section 26 of the *Residential Tenancies Act* after giving proper written notice to the tenant. There is no evidence to suggest that the respondent had any grounds on which to refuse entry or that the landlord failed to comply with the provisions of the Act.

The respondent may feel that his behaviour toward the landlord was not unacceptable but I disagree. The premises are subsidized public housing and are rented to the respondent based on his need for housing assistance. Why he chooses to treat the staff of the landlord with such disrespect and abuse is confounding. His remarks and behaviour are entirely unacceptable and despite the warnings from the landlord to cease such behaviour, he appears to go out of his way to annoy the staff and interfere with the conduct of their business. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement between the partes on April 30, 2006.

The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer