

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**SANDY STEFANSSON**, 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 -

**SANDY STEFANSSON**

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 Unit TR129, 45 A Dolphin Street, Inuvik, NT shall be terminated on June 30, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of June,  
2006.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**SANDY STEFANSSON**, 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-

**SANDY STEFANSSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 6, 2006

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Victoria Boudreau, representing the applicant  
Sandy Stefansson, respondent

**Date of Decision:** June 6, 2006

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly disturbing other tenants in the residential complex. The applicant sought an order terminating the tenancy agreement between the parties.

The applicant testified that eight incidents of disturbance had occurred between December 22, 2004 and present. The applicant testified that in January, 2006 the respondent went to Aklavik, leaving his son to occupy the premises. There was a large party during the respondent's absence during which considerable damage was done to the premises. After the respondent's return, he was served with a notice of early termination seeking vacant possession on February 10, 2006. The respondent asked for and received a hearing before the Board of Directors who decided that the notice of termination should not be rescinded but named a new date of March 10, 2006 for vacant possession. The applicant stated that the respondent agreed to move but failed to do so and an application was filed on May 10, 2006.

The applicant testified that since the application was filed, five more disturbances have occurred causing another tenant to seek relocation. The disturbances consist of parties , fighting and loud noises. The most recent disturbance resulted in a broken window in the premises.

The respondent did not dispute that the disturbances had occurred or that the disturbances were caused by persons that he had permitted in the premises.

The evidence suggests that the applicant has given reasonable warnings to the respondent concerning his behaviour and given adequate opportunity for the respondent to remedy the problem. Unfortunately, I can not find any evidence that the incidents of disturbance have abated. In fact the frequency of the parties and disturbance appear to have increased significantly. The termination of the tenancy agreement appears to be the only remaining remedy which will provide other tenants in the complex the quiet enjoyment they are entitled to.

I find the respondent in breach of his obligation to not disturb other tenants. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue terminating the tenancy agreement on June 30, 2006. The respondent shall vacate the premises on that date.

---

Hal Logsdon  
Rental Officer