

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ELSIE BODNAR**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

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 -

ELSIE BODNAR

Respondent/Tenant

AMENDED 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 Apartment 107, 8 Centennial Street, Inuvik, NT shall be terminated on March 10, 2011 and the respondent shall vacate the premises on that date.
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation of twenty eight dollars and nine cents (\$28.09) per day for use and occupation of the rental premises for each day in March, 2011 that the respondent remains in possession of the rental premises after March 10, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
ELSIE BODNAR, 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-

ELSIE BODNAR

Respondent/Tenant

AMENDED REASONS FOR DECISION

Date of the Hearing: February 18, 2011

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Victoria Boudreau, representing the applicant
Elsie Bodnar, respondent

Date of Decision: February 20, 2011

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, evicting the respondent and requiring the respondent to pay compensation for use and occupation should she continue to occupy the premises after the tenancy agreement is terminated. The premises are subsidized public housing.

The applicant outlined nine incidents of disturbance between April, 2009 and January 26, 2011. Some of the incidents involved the respondent's guests and others involved the respondent herself. The police were involved in two incidents. The respondent was served with several notices regarding the disturbances.

On December 15, 2010 the respondent was served with a notice of early termination, seeking vacant possession on January 4, 2010. The application was filed on January 24, 2011. The respondent appealed to the Board of Directors who denied her request to have the termination notice rescinded. The respondent remains in possession.

The respondent did not dispute the allegations but apologized for the incidents and stated that she was seeking help to resolve the issues.

I find the respondent in breach of her obligation to not disturb other tenants in the residential

complex. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent has been repeatedly warned that continued disturbance could lead to the termination of her tenancy yet the disturbance has continued. The other tenants in the residential complex are entitled to quiet enjoyment. The respondent's assurances that she will now finally resolve the issues are not convincing.

An order shall issue terminating the tenancy agreement on March 10, 2011. Should the tenant fail to vacate the premises on that date, the landlord may enforce an eviction order for March 11, 2011 which shall be separately issued. The respondent is also ordered to pay the applicant \$28.09/day for each day in March, 2011 that she remains in possession after the termination date of March 10, 2011.

Hal Logsdon
Rental Officer