

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
NICOLE MANUEL, Respondent;

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

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 -

NICOLE MANUEL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants in the residential complex and shall not create any disturbance in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of
February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
NICOLE MANUEL, 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-

NICOLE MANUEL

Respondent/Tenant

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
Nicole Manual, respondent

Date of Decision: February 23, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and sought an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The tenancy agreement commenced on March 9, 2009. The applicant received several complaints from other tenants in September and November, 2010. The applicant served warnings notices to the respondent and finally served a notice of early termination November 8, 2010. The respondent appealed to the board of directors who agreed to rescind the notice of early termination on the understanding that there would be no future disturbances.

The applicant stated that on January 11, 2011 the respondent reported to them that she had lost her keys and left her door unlocked when she left the apartment overnight. The applicant stated that the respondent told them that when she returned she found people in her apartment having a party. The respondent asked that the locks be changed. The applicant stated that they discovered damage to the door jamb when they attended the premises to change the locks.

On January 20, 2011 the applicant served another notice of early termination on the respondent pursuant to section 54(1)(f) of the *Residential Tenancies Act* and filed an application seeking termination and eviction. The respondent remains in possession.

The respondent acknowledged that she had left the apartment unlocked because she was unable to find her keys. She stated that while she was out she received a telephone call from a person who was in her apartment. She stated that she returned to the apartment to find two persons that she knew in the apartment. She asked them to leave. The respondent stated that they were just sitting around talking and were not making any noise and left when asked to do so. The respondent disputed the allegation that any other tenants were disturbed.

A notice of early termination pursuant to section 54(1)(f) is made on the following grounds:

The safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant.

In my opinion, leaving one's door unlocked does not constitute a serious impairment of other tenants' safety nor does the evidence suggest that the two uninvited guests created such a risk.

The evidence does not suggest that other tenants were disturbed by their presence.

I believe that it was the intention of the board of directors to provide the respondent with one last chance to demonstrate that she could live in the apartment without disturbing her neighbours. I also believe that they had every intention of seeking termination and eviction if she created another incident of disturbance. This is an entirely reasonable decision. However, in my opinion, this incident involving lost keys and two uninvited guests does not constitute another disturbance and should not result in the termination of the tenancy agreement. There is not any evidence that the two uninvited guests created a disturbance and I do not accept that leaving one's door unlocked seriously impairs the safety of other residents in the building. The damage to the door

jamb does not appear to be related to any disturbance and it is unclear when and how the damage actually occurred. The request for an order terminating the tenancy agreement and evicting the tenant is denied.

It is clear however that the respondent has disturbed other tenants in the past and in my opinion, it is reasonable to issue an order requiring the respondent to comply with her obligation to not disturb other tenants and to not create any disturbances in the future.

Hal Logsdon
Rental Officer