

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**CANDICE FIRTH**, 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 -

**CANDICE FIRTH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(d) and 54(1)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 307, 8 Centennial Street, Inuvik, NT shall be terminated on March 25, 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 for use and occupation of the premises for each day the respondent remains in possession of the premises after March 25, 2011
  - a) in the amount of twenty eight dollars and nine cents (\$28.09) for each day in March, 2011 and,

- b) in the amount of twenty nine dollars and three cents (\$29.03) for each day in April, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**CANDICE FIRTH**, 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-

**CANDICE FIRTH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 11, 2011

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

**Appearances at Hearing:** Victoria Boudreau, representing the applicant  
Candice Firth, respondent

**Date of Decision:** March 11, 2011

### **REASONS FOR DECISION**

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

The applicant testified that on four occasions since November, 2010 the respondent had created a disturbance in the residential complex. The applicant provided notices warning the respondent about the consequences of continued disturbance in evidence. The applicant alleged that the smoke alarm in the respondent's premises was activated on December 17, 2010. The building superintendent attended to the alarm and entered the apartment after the respondent failed to open the door. The applicant stated that the superintendent discovered a burning pot on the stove and the respondent passed out on the couch. The applicant served a Notice of Early Termination pursuant to section 54(1)(f) of the *Residential Tenancies Act* following the incident. The respondent appealed to the Board of Directors who refused to rescind the notice. The application was filed on January 24, 2011.

The respondent testified that the alleged January 24, 2011 disturbance was caused by a person that she did not let into the building. She stated that the person had been in her apartment but only briefly. The respondent also stated that the alleged December 13, 2010 disturbance took place in another apartment where she was attending a party. She testified that an assault took place in that apartment and she asked the superintendent to call the police. The respondent did

not dispute the other two alleged incidents of disturbance or the incident involving the burning pot on the stove.

I find the respondent in breach of her obligation to not disturb other tenants in the residential complex. I also find that the respondent seriously endangered the other tenants in the residential complex by her negligent action. The residential complex contains 22 apartments and a fire in the building could easily result in disaster. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement on March 25, 2011. The respondent is also ordered to pay compensation for use and occupation of the premises for each day she continues to remain in possession after the termination date. An eviction order shall be issued separately.

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Hal Logsdon  
Rental Officer