

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LEONARD HARRY, 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 -

LEONARD HARRY

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the rental premises known as Apartment #114, 44 Tununuk Place, Inuvik, NT on May 2, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of April,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LEONARD HARRY, 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-

LEONARD HARRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2011

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Victoria Boudreau, representing the applicant
Valerie Stefansson, representing the respondent
Susan Peffer, representing the respondent
Lillian Elias, representing the respondent

Date of Decision: April 8, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex in August and September, 2010. Notices were sent to the respondent warning him of the consequences of continued disturbances. A notice of termination was served on the respondent in September, 2010. The respondent appealed to the Authority's Board of Directors who agreed to continue the tenancy provided there were no further disturbances.

The applicant testified that on January 4, 2011 there was smoke coming from the respondent's apartment and the superintendent entered the premises and extinguished some clothing that was smouldering. The tenancy agreement in place at the time was made for a term of 31 days (January 1, 2011 to January 31, 2011) and the respondent was notified that it would not be renewed.

The respondent suffered a stroke shortly thereafter and the applicant decided to enter another tenancy agreement (February 1, 2011 to February 28, 2011) to give the respondent an opportunity to find other accommodation. The respondent has returned home and continues to occupy the premises.

The respondent's representatives stated that the disturbances were caused by the respondent's drinking. They stated that the respondent had been sober for many years and had not created any problems for the landlord until he began drinking again. They stated that since he suffered the

stroke, he has not been drinking at all and they expected there would be no more disturbances in the future. The representatives stated that it was important that the respondent continue leading an independent lifestyle and they were concerned about the consequences for his health if he was evicted.

In order to issue an eviction order, a rental officer must be satisfied that the tenancy agreement has been terminated in accordance with the *Residential Tenancies Act* and that the eviction is justified. Section 63(4) of the *Residential Tenancies Act* sets out these criteria.

- 63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order**
- (a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and**
 - (b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.**

Section 51(4) of the *Residential Tenancies Act* contains provisions for tenancy agreements made for subsidized public housing that are for terms of 31 days or less.

- 51.(4) Notwithstanding subsection (3), where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement, it terminates on the specified date.**

Therefore the tenancy agreement between the parties was terminated on February 28, 2011 in accordance with section 51(4) of the Act.

There is no doubt that the evidence supports the landlord's allegations of repeated disturbance. The incident involving smoke in the apartment also posed a threat to the safety of other tenants. These are serious breaches of the tenancy agreement and the Act and in my opinion justify the termination of the tenancy agreement. The Board of Directors, who are community members appointed to govern the Authority, gave the respondent another chance to continue the tenancy after a number of incidents but decided that the tenancy agreement should be terminated and the respondent evicted when the incidents continued. They did not alter that decision after the respondent suffered the stroke.

I must agree with the Board of Directors that the respondent's repeated failure to comply with his obligation to not disturb other tenants justifies the eviction of the respondent. Does the fact that the respondent suffered a stroke and has not since abused alcohol or created any disturbances now make the eviction unjustified? In my opinion, it does not. One could certainly exercise compassion, given the age and medical condition of the respondent but I believe that is the more correctly the role of the Board, not a rental officer.

An order shall issue evicting the respondent from the rental premises on May 2, 2011.

Hal Logsdon
Rental Officer