

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**CLARA AVIUGANA**, 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 -

**CLARA AVIUGANA**

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 AL101, 26 Bonnetplume Road, Inuvik, NT shall be terminated on March 31, 2013 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 rental premises for each day the respondent remains in possession in April, 2013 in the amount of fifty four dollars and sixteen cents (\$54.16).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of March,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**CLARA AVIUGANA**, 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-

**CLARA AVIUGANA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 20, 2013

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

**Appearances at Hearing:** Diana Tingmiak, representing the applicant  
Clara Aviugana, respondent

**Date of Decision:** March 20, 2013

### **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, evicting the respondent and ordering the payment of compensation for use and occupation if the respondent continued to occupy the premises after the termination date. The premises are subsidized public housing.

The applicant alleged that there had been eight incidents of disturbance since March, 2012 involving loud parties, fighting and yelling. The applicant provided seven notices that had been served on the respondent outlining the details of the disturbances. The applicant stated that the disturbances had been reported by other tenants in the building. Several of the notices state that the police attended the premises.

The applicant stated that a notice of termination was served on the respondent on July 10, 2012 but was rescinded by the Board of Directors provided that there were no further disturbances. The applicant stated that further disturbances occurred in November, 2012 and January and March, 2013. The applicant stated that the most recent disturbances had occurred on March 13th and 14th. She stated that the complaints had come from a number of residents of the building.

The respondent stated that no one was occupying her apartment on March 13th or 14th. She acknowledged having parties in the apartment but denied that they were loud or that there was any fighting. She stated that she was a student and wanted to keep the apartment.

The number and frequency of the complaints convince me that the respondent's activities have repeatedly disturbed other tenants in the residential complex. The landlord provided more than ample warning to the respondent that the continuation of the disturbances would lead to the termination of the tenancy agreement. The Board of Directors gave her a reasonable opportunity to comply with her obligation and continue the tenancy yet the disturbances continued with little or no abatement.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent. An order shall issue terminating the tenancy agreement on March 31, 2013 and ordering the respondent to pay the applicant compensation for use and occupation of the premises for each day that she continues to occupy the apartment after March 31, 2013. Based on the full unsubsidized rent of \$1625/month, I find the per diem compensation to be \$54.16. An eviction order to be effective on April 1, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer