

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**EILEEN ROGERS**, 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 -

**EILEEN ROGERS**

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 and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**EILEEN ROGERS**, 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-

**EILEEN ROGERS**

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  
Eileen Rogers, respondent

**Date of Decision:** March 22, 2013

### **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 and evicting the respondent and ordering the respondent to pay compensation for use and occupation as applicable. The premises are subsidized public housing.

The applicant stated that there had been three incidents of disturbance between March and September, 2012. Notices were served on the respondent outlining the disturbance complaints and warning her that continued disturbance would result in the termination of the tenancy agreement. A notice of termination was served on the tenant on September 11, 2012 terminating the tenancy agreement on October 31, 2012. The notice is in accordance with sections 51(5) and 55(3) of the *Residential Tenancies Act*.

The applicant stated that the respondent appealed the termination to the Board of Directors who rescinded the termination provided there were no further disturbances.

The applicant stated that another disturbance occurred on November 17, 2012 which resulted in another termination notice being served on the respondent on November 19, 2012. That notice names a termination date of January 3, 2013. Although an appeal was made by the respondent's children, the Board of Directors refused to rescind the second termination notice. The respondent remains in possession of the premises.

The applicant also noted that the house rules which form a part of the tenancy agreement, prohibit a tenant from leaving children under the age of 19 alone in the premises overnight.

The respondent did not dispute the allegations. She stated that she had left her seventeen and eighteen year old daughters at home while she and the rest of the family went camping. She stated that she felt she could trust the girls to behave but they instead had a large party which got out of hand and caused a disturbance in the building. The respondent stated that she realized that she was responsible for the disturbance but had wanted to trust the girls and give them an opportunity to demonstrate they were responsible.

A letter addressed to the rental officer and the Minister Responsible for the NWT Housing Corporation from the two daughters was presented in evidence by the respondent. The daughters also appeared at the hearing but did not testify. The applicant provided a letter from the daughters to the Board of Directors. In both documents, the girls express their regret and remorse for failing to live up to their mother's expectations and plea to be given another chance.

Section 51(5) of the Act sets out the authority of a subsidized public housing landlord to terminate term tenancy agreements which have reverted to monthly agreements pursuant to section 49(1) by written notice.

**51(5) Where a tenancy agreement for subsidized public housing is renewed as a monthly tenancy under subsection 49(1), a landlord may terminate the tenancy on the *last day of a period of the tenancy*, by giving the tenant a notice of termination not later than 30 days before that day. (The emphasis is mine).**

Since the applicant's November 19 notice names January 3 as the termination date it does not serve to terminate the tenancy agreement in accordance with the Act. January 3 is not the last day of the month. It could however serve as a Notice pursuant to section 54(1)(a). Perhaps this is why the applicant seeks a termination order from the rental officer or perhaps the termination date on the notice was simply an error. In any case, the decision as to whether the tenancy agreement should be terminated falls to me to determine.

I find the letters from the two daughters to be sincere and heartfelt. I believe their remorse for the trouble they have caused their mother and family is genuine. I doubt that the children would cause such an incident again and further doubt that the respondent would create the opportunity for them to do so. It also appears that the earlier disturbances, which apparently did not involve the children, have ceased. The applicant acknowledged that there have been no incidents since November, 2012.

It is, in my opinion, important in any decision to try to preserve the tenancy agreement, particularly in subsidized public housing. However, no decision should subject either party or other tenants to undue risk of further injury, whether it is disturbance, monetary loss or damage to property. In this matter, I do not believe that the continuation of the tenancy poses a risk that other tenants will continue to be disturbed by the respondent or her children.

Subsidized public housing in the Northwest Territories has a long tradition of community-based management. Housing authority board members are community leaders and are chosen because

of their fairness, good judgement and their knowledge of the community. Their opinions and decisions should be carefully considered. In this matter, the respondent has been treated very fairly. There were disturbances. The respondent was made aware that they were not acceptable and warned of the consequences. She was given a second chance. It is understandable why the applicant now wants to exercise the remedy of termination. Continued “last chances” lose their effectiveness.

However, the November 17 disturbance was not a repeat of the previous incidents. It did not signal that the respondent, despite the warnings and the reprieve, had resumed her previous practice of loud partying. While the respondent did breach a house rule and undoubtedly exhibited more confidence in the maturity of her daughters than was warranted, she did not wilfully create the November 17 disturbance.

In my opinion, the tenancy agreement should continue provided there are no more disturbances. I find the respondent in breach of her obligation to not disturb other tenants. An order shall issue requiring the respondent to comply with her obligation to not disturb other tenants and to not breach that obligation again.

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Hal Logsdon  
Rental Officer