

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARIA GREENLAND, 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 -

MARIA GREENLAND

Respondent/Tenant

EVICTON ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as LH 70, 11 Kingmingya Road, Inuvik, NT on February 19, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARIA GREENLAND, 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-

MARIA GREENLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 22, 2014

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Diana Tingmiak, representing the applicant
Maria Greenland, respondent

Date of Decision: January 24, 2014

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term commencing on September 1, 2013 and ending on November 30, 2013. The applicant served a notice of termination dated October 28, 2013 terminating the tenancy agreement on November 30, 2013 for noise and disturbance. The respondent remains in possession of the premises.

In order to issue an eviction order a rental officer must be satisfied that the tenancy agreement has been terminated in accordance with the Act and that the eviction is justified. Section 63(4) outlines these two tests.

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.**

I find the tenancy was terminated in accordance with sections 51(3) and 55(3) of the *Residential Tenancies Act*. Notwithstanding the respondent's testimony that the most recent allegations were exaggerated, in my opinion, the evidence supports that the respondent breached the tenancy agreement by disturbing other tenants, if not in October, then on previous occasions.

Given that the Act permits a landlord of subsidized public housing to terminate a tenancy agreement by notice for cause, a rental officer would, in my opinion, have to find that there was no breach of the tenancy agreement or that the breach was trivial. Most other landlords must seek an order terminating a tenancy through an application to a rental officer who may exercise his/her discretion in granting the order. Section 51(3) gives that discretion to the landlord and, in my opinion, a rental officer must find a serious error in the landlord's judgement or a legal reason to deny the eviction order, such as the absence of any breach.

In this matter I do not find any reason why the eviction order is not justified. An order shall issue evicting the respondent on February 19, 2014.

Hal Logsdon
Rental Officer