

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**ALFRED KENDI**, 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 -

**ALFRED KENDI**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. 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 from November 1, 2010 to February 9, 2011 in the amount of two thousand eight hundred ninety two dollars and ninety cents (\$2892.90).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant additional compensation for use and occupation of the rental premises after February 9, 2011 in the amount of,
  - a) \$31.10 for each additional day in February, 2011 that the respondent remains in possession and,

- b) \$28.09 for each additional day in March, 2011 that the respondent remains in possession.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**ALFRED KENDI**, 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-

**ALFRED KENDI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 9, 2011

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

**Appearances at Hearing:** Victoria Boudreau, representing the applicant

**Date of Decision:** February 9, 2011

### **REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was made for a term of 31 days which ended on October 31, 2010. The parties did not enter into another tenancy agreement. The applicant stated that the respondent had failed to vacate the premises and sought an order evicting the tenant and requiring him to pay compensation for use and occupation of the premises from November 1, 2010 to the date the respondent gives up possession of the premises. The premises are subsidized public housing.

Sections 51(3) and 51(4) of the *Residential Tenancies Act* set out an exemption for written notice for some short term tenancy agreements in subsidized public housing.

**51.(3) Where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement, the landlord may terminate the tenancy on the date specified in the agreement by giving the tenant a notice of termination not later than 30 days before that date.**

**(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 October 31, 2010.

The full unsubsidized monthly rent for the premises is \$871. I calculate the compensation for use

and occupation to February 9, 2011 (the date of the hearing) as \$2892.90 calculated as follows:

Nov/10-Jan/11 (3 x \$871)	\$2613.00
February 1-9	<u>279.90</u>
Total	\$2892.90

Compensation thereafter shall be \$31.10 for each additional day in February, 2011 and \$28.09 for each additional day in March, 2011.

An order shall issue requiring the respondent to pay the applicant compensation for use and occupation of \$2892.90 plus \$31.10 for each additional day after February 9, 2011 that the respondent occupies the premises in February and \$28.09 for each additional day that the respondent occupies the premises in March, 2011.

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Hal Logsdon  
Rental Officer