

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **CHRIS RUBEN AND DONNA RUBEN**, Respondents;

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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

CHRIS RUBEN AND DONNA RUBEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises after the tenancy agreement was terminated in the amount of six thousand five hundred dollars and twenty five cents (\$6500.25) plus;
 - a) ninety three dollars and sixty cents (\$93.60) for each day in June after June 28, 2011 that the respondents remain in possession of the premises and,
 - b) ninety dollars and fifty eight cents (\$90.58) for each day in July and August,

2011 that the respondents remain in possession of the premises.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
CHRIS RUBEN AND DONNA RUBEN, Respondents.

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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

CHRIS RUBEN AND DONNA RUBEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 28, 2011

Place of the Hearing: Paulatuk, NT via teleconference

Appearances at Hearing: Chris Ruben, respondent

Date of Decision: June 28, 2011

REASONS FOR DECISION

The applicant testified that the tenancy agreement between the parties was terminated by order (file #20-11891, filed on March 29, 2011) on April 15, 2011 when the respondents failed to satisfy the order by paying the outstanding rent. The applicant testified that the respondents were still in possession of the premises and sought an order evicting the respondents and requiring them to pay compensation for use and occupation of the premises after the tenancy agreement was terminated on April 15, 2011. The premises are subsidized public housing.

The respondent did not dispute the allegations but stated that he had initiated a payroll deduction to address the rent arrears.

I find that this tenancy agreement was terminated in accordance with the *Residential Tenancies Act* and find the respondents to be overholding. Accordingly, the respondents are liable for compensation for use and occupation of the premises at the full unsubsidized monthly rental rate of \$2808.

The respondents were assessed \$665 for the month of April, 2011 based on their household income. Therefore the compensation for the period April 16-30 is \$1071.45 calculated as follows:

Fifteen days at the full unsubsidized rent minus fifteen days at the full unsubsidized rent equals compensation for April 16-30 or,

$$(15 \text{ days} \times \$93.60) - (15 \text{ days} \times \$22.17) = \$1071.45$$

Total compensation for the period April 16, 2011 to the hearing date, June 28, 2011 is \$6500.25

calculated as follows:

April 16-30 compensation	\$1071.45
May compensation	2808.00
June 1-28 compensation	<u>2620.80</u>
Total to June 28/11	\$6500.25

For each day the respondents continue to occupy the premises the compensation is \$93.60 for each additional day in June, 2011 and \$90.58 for each additional day in July and August, 2011.

An order shall issue requiring the respondents to pay the applicant compensation for use and occupation of the rental premises from April 16 to June 28, 2011 in the amount of \$6500.25 plus the per diem rates listed above for each additional day they remain in possession of the premises.

An eviction order will issue separately.

Hal Logsdon
Rental Officer