

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **BILLY OMILGOITUK AND MERCY OMILGOITUK**, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

BILLY OMILGOITUK AND MERCY OMILGOITUK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five hundred ninety dollars (\$590.00).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises after the termination of the tenancy agreement in the amount of three thousand seven hundred thirty seven dollars and fifty cents (\$3737.50) and,
 - a) \$54.167 for each day in September after September 9, 2014 that the respondents continue to occupy the rental premises and,

- b) \$52.419 for each day in October, 2014 that the respondents continue to occupy the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of
September, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **BILLY OMILGOITUK AND MERCY OMILGOITUK**, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

BILLY OMILGOITUK AND MERCY OMILGOITUK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 9, 2014

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Kim Burns, representing the applicant
Diane Day, representing the applicant
Billy Omilgoituk, respondent
Mercy Omilgoituk, respondent

Date of Decision: September 9, 2014

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term commencing on June 1, 2014 and ending on June 30, 2014. The premises are subsidized public housing. On June 9, 2014, the respondents acknowledged rent arrears of \$210 and executed a promissory note to pay the arrears in monthly installments of \$50 in addition to the monthly assessed rent commencing in June, 2014 and continuing until the rent arrears were paid in full.

The applicant alleged that the respondents failed to pay the full amount of the June rent or the additional \$50 toward the arrears. The applicant informed the respondents in writing on June 27, 2014 that they would not be renewing the tenancy agreement and sought vacant possession on or before July 4, 2014. The applicant stated that the respondents remain in possession of the premises. The applicant sought an eviction order, and orders requiring the respondents to pay rent arrears to June 30 and compensation for use and occupation of the rental premises after June 30 2014.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at September 1, 2014 of \$590. The applicant has also charged compensation for use and occupation of the premises for July, August and September at a rate of \$1625/month which is the full unsubsidized rent indicated in Schedule A of the tenancy agreement.

The respondents acknowledged that they had failed to pay the rent arrears in accordance with the promissory note or pay the full amount of the June rent.

A tenancy agreement made for a term of 31 days or less for subsidized public housing is not automatically renewed. These tenancy agreements do not require any formal notice by the landlord, although in this case the applicant did inform the respondents of their intention to not renew the agreement. Therefore I find that the tenancy agreement was terminated in accordance with the *Residential Tenancies Act* and the respondents became overholding tenants on July 1, 2014.

I find rent arrears of \$590. I find compensation for use and occupation of the rental premises from July 1, 2014 to September 9, 2014 to be \$3737.50, calculated as follows:

July 1-31	\$1625.00
August 1-31	1625.00
September 1-9	<u>487.50</u>
Total	\$3737.50

An order shall issue requiring the respondents to pay the applicant rent arrears of \$590 and compensation for use and occupation of the rental premises of \$3737.50 plus \$54.167 for each day in September after September 9 and \$52.419 for each day in October that the respondents remain in possession of the premises.

An eviction order to be effective on September 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer