

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Angel Kalinek, 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, **Adelle Guigon**, Rental Officer, regarding a
rental premises located within the **town of Inuvik in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

ANGEL KALINEK

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 67(4) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$9,710.00 (nine thousand seven hundred ten dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay to the applicant the cost of repairs in the amount of \$168.95 (one hundred sixty-eight dollars ninety-five cents).
3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as NV5307, 60 Bompas, in Inuvik, Northwest Territories, on July 1, 2016.

4. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$53.43 (fifty-three dollars forty-three cents) for each day the respondent remains in the rental premises after June 30, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 15th day of June 2016.

Adelle Guigon
Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Angel Kalinek, 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 **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

ANGEL KALINEK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Inuvik, Northwest Territories, by teleconference

Appearances at Hearing: Kim Burns, representing the applicant

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by Inuvik Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Angel Kalinek as the respondent/tenant was filed by the Rental Office March 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 31, 2016.

The applicant alleged the respondent had repeatedly disturbed other tenants' enjoyment of the rental premises and residential complex, had failed to vacate the rental premises after it was terminated in accordance with the *Residential Tenancies Act* (the Act), and had accumulated overholding rental arrears. An order was sought for payment of the rental arrears, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 14, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. Kim Burns appeared representing the applicant. Ms. Angel Kalinek was served notice of the hearing by registered mail deemed served May 31, 2016, pursuant to section 71(5) of the Act. Ms. Kalinek did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 10, 2015. Four fixed-term tenancy agreements were entered into, each for periods of less than 31 days; the last agreement was for December 1 to 31, 2015. I am satisfied valid tenancy agreements for subsidized public housing were in place between the parties in accordance with the Act.

Disturbances and termination of the tenancy

After moving into the rental premises, multiple complaints of disturbances of varying degrees were received by the landlord against the respondent. The respondent was informed of the complaints and cautioned to respect her neighbours. As a consequence of the respondent's failure to comply, the landlord issued a notice to the respondent on October 27, 2015, indicating they would not be entering into a new fixed-term tenancy agreement and that the respondent's tenancy would end October 31, 2015. The respondent appealed the decision to the housing board of directors, who agreed to rescind the termination notice, granting the respondent one 'last chance' to comply with her obligation not to disturb other tenants. The board required the respondent to "refrain from disturbing the right of quiet enjoyment for at least one year or an immediate Notice of Termination of your lease will be sent." The respondent agreed to the terms set out and a new fixed-term tenancy agreement was entered into for November 1 to 30, 2015, and then again for December 1 to 31, 2015.

Further disturbances were reported on December 20, 2015, resulting in the immediate issuance of a notice of non-renewal of the tenancy agreement and a demand for vacant possession no later than January 4, 2016. The respondent initiated a level 2 appeal to the Northwest Territories Housing Corporation, which was denied on January 15, 2016. The termination of the tenancy was confirmed effective December 31, 2015, when the fixed-term tenancy agreement expired.

Section 51(4) of the Act specifies that a subsidized public housing tenancy agreement that specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement terminates on the specified date. In plainer language, a fixed-term tenancy agreement for subsidized public housing that is for 31 days or less ends on the last day of the agreement and the respondent must vacate the rental premises on or before that date. Notice is not required.

In this case, not only did the tenancy agreement with the respondent end on December 31, 2015, but the landlord gave the tenant notice that they were not renewing the tenancy. While the tenant did take advantage of their opportunity to appeal the decision, that decision not to renew the tenancy was upheld.

Based on the evidence and testimony presented, I am satisfied that the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises. I am also satisfied the tenancy agreement between the parties ended December 31, 2015, in accordance with the Act.

Eviction

The respondent has refused to vacate the rental premises despite her unsuccessful appeal, and further disturbances have been reported to date. Several meetings between the applicant's representative and the respondent regarding the necessity of the respondent to vacate the rental premises have been unsuccessful at obtaining the desired result. At no time has the tenancy been reinstated or a new tenancy agreement entered into. I am satisfied that an eviction order is justified.

Rental arrears

Since the tenancy agreement ended December 31, 2015, the respondent has been an overholding tenant. Section 67(1) specifies that a landlord is entitled to be compensated for an overholding tenant's use and occupation of the rental premises. Because the tenancy agreement is ended the respondent is no longer eligible for a rent subsidy. As such, the landlord has applied the maximum monthly rent of \$1,625 for the months of January to June 2016. The respondent has made no payments against her overholding rent account, however EYE did forward a \$40 payment to be applied against the respondent's rent account. The landlord applied it to the overholding rent arrears as there were no rental arrears accumulated prior to January 1, 2016. I am satisfied the landlord is entitled to compensation for the respondent's use and occupation of the rental premises and I find the respondent has accumulated rental arrears in the amount of \$9,710.

Repairs

In March 2016, the respondent lost her keys for the rental premises. This required the landlord to replace the lock at a cost of \$168.95. I am satisfied the respondent is liable for the cost of this repair to the rental premises.

Orders

An order will issue requiring the respondent to pay overholding rental arrears in the amount of \$9,710, to pay for the cost of repairs in the amount of \$168.95, evicting the respondent from the rental premises July 1, 2016, and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$53.43 for each day she remains in the rental premises after June 30, 2016.

Adelle Guigon
Rental Officer