

IN THE MATTER between **RRDC**, Applicant, and **JA**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

RRDC

Applicant/Landlord

-and-

JA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 10, 2019

Place of the Hearing: Tsiigehtchic, Northwest Territories

Appearances at Hearing: BJ for the Applicant

JA, Respondent.

Date of Decision: April 11, 2019

REASONS FOR DECISION

An application to a rental officer made by RRDC as the Applicant/Landlord against JA as the Respondent/Tenant was filed by the Rental Office on March 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tsiigehtchic, Northwest Territories. The filed application was personally served on the Respondent March 28, 2019.

The Applicant claimed that the Respondent had failed to vacate the rental premises when the tenancy was terminated at the end of their employment and the Respondent owed compensation for use and occupation of the rental premises.

A hearing was scheduled for April 10, 2019 in Tsiigehtchic. Janice Laycock, Deputy Rental Officer, appeared by telephone. BJ appeared representing the Applicant. JA appeared as the Respondent.

Tenancy Agreement - Termination

The Applicant's representative testified and evidence was presented establishing a tenancy agreement between the parties for the period of February 5, 2018 to September 30, 2018. This tenancy was provided to the Respondent as part of their employment as Language Coordinator.

The Applicant also testified and entered into evidence a letter dated December 3, 2018 advising the Respondent that the tenancy terminated when they were laid off, however, the tenancy would be extended to January 11, 2019 to give them time to make other arrangements. They were advised that the rent for the unit they were in was \$850.00/month, \$200.00 damage deposit along with power costs.

Another letter was sent to the Respondent dated February 18, 2019, reminding them that their tenancy was terminated on January 11, 2019 and although there had been discussions about continuing the tenancy as a new agreement at \$850.00/month rent, no attempts had been made by the Respondent to pay rent or contact the Applicant.

The Respondent testified that they did not move out or pay rent as they thought that the rental premises could not be rented to someone else because of the “stink”. A letter from the Respondent to DGO (Designated Gwich’in Organization) was provided as part of the evidence. The Respondent also testified that they were seeking employment with the DGO writing proposals and felt that this accommodation might be provided as part of that work.

The Applicant explained that the rental premises were not the property of DGO but under the Authority of the RRDC. They reiterated their position that the tenancy was terminated on January 11, 2019 and they required the tenant to vacate the unit.

Under paragraph 56(1)(a) of the *Residential Tenancies Act* (the Act) the tenancy of the Respondent was terminated when their employment ended in the fall of 2018. This tenancy was extended to January 11, 2019 to allow them to make other arrangements.

I am satisfied that a valid tenancy agreement existed between the parties during the employment of the Respondent and that this tenancy was terminated on January 11, 2019 in accordance with the Act.

Compensation for Use and Occupation - Overholding

At the time of the Hearing, the respondent remained in the rental premises despite the termination of the tenancy agreement on January 11, 2019 in accordance with the Act. Under subsection 67(1) of the *Residential Tenancies Act* “A landlord is entitled to compensation for a former tenant’s use and occupation of the rental premises after the tenancy has been terminated.” The Applicant testified, and this is supported by the evidence, that the Respondent had repeatedly been advised that the rent for this unit was \$850.00/month.

At the hearing, the Deputy Rental Officer asked the Applicant to provide to the Rental Office and the Respondent rental statements covering the period of the tenancy and after termination to support their request for payment of compensation. The hearing was adjourned and the Deputy Rental Officer decision was reserved pending receipt of the requested information. This information was provided on April 11, 2019.

Based on the Applicants testimony and statements provided subsequent to the hearing calculating one half rent for January as well as full rent of \$850.00/month for February, March and April 2019, I find that the Respondent owes to the Applicant compensation for use and occupation totalling \$2,975.00.

Eviction

Under paragraph 63(2)(c) of the Act a landlord may make an application to a rental officer for an order evicting a tenant from rental premises after a *“tenancy has been otherwise terminated in accordance with this Act.”* As previously stated, the tenancy agreement was terminated on January 11, 2019 in accordance with the Act. At the time of the hearing the Respondent had refused to vacate the rental premises. I am satisfied that the tenancy was terminated in accordance with the Act and eviction is justified.

Compensation for Use and Occupation - After Eviction

Compensation has previously been calculated for the period January 12, 2019 to April 30, 2019, however under paragraph 63(4)(b) of the Act a rental officer may also order *“the tenant to compensate the landlord for use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.”* Accordingly, if the Respondent continues to occupy the premises after the eviction date of May 1, 2019, they would be responsible to pay the Applicant daily compensation of \$27.94.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant compensation for the use and occupation of the rental premises after the tenancy was terminated totalling \$2975.00 (ss. 67(4));
- evicting the Respondent from the rental premises on or after May 1, 2019. (p. 63(4)(a));
- requiring the Respondent to compensate the landlord for the use and occupation of the rental premises, calculated at a rate of \$27.94 for each day the tenant occupies the rental premises on or after May 1, 2019.

Janice Laycock
Deputy Rental Officer