

IN THE MATTER between **SALT RIVER FIRST NATION #195**, Applicant, and
NORMAN STARR, 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,
regarding the rental premises at **FORT SMITH, NT.**

BETWEEN:

SALT RIVER FIRST NATION #195

Applicant/Landlord

- and -

NORMAN STARR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **SALT RIVER FIRST NATION #195**, Applicant, and
NORMAN STARR, 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:

SALT RIVER FIRST NATION #195

Applicant/Landlord

-and-

NORMAN STARR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2003

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Ian Blackstock, representing the applicant
Raymond Beaver, witness for the applicant
Norman Starr, respondent
Victor Marie, witness for the respondent

Date of Decision: November 16, 2003

REASONS FOR DECISION

The applicant and respondent entered into a tenancy agreement commencing December 1, 2001 for a term of 18 months. After the initial term of the tenancy agreement expired, the agreement continued on a month to month basis. The respondent was obligated to pay monthly rent in the amount of \$150 due on the 10th day of each month payable in advance.

The premises and land are held by the Government of Canada and administered by the Department of Indian Affairs and Northern Development. Pursuant to the Treaty Settlement Agreement between the Government of Canada and the Salt River First Nation these premises and land may be transferred to a wholly-controlled corporation of Salt River. The applicant testified that there had been no transfer to such a corporation and that the premises and land remained in the name of the Government of Canada.

A rental officer is appointed pursuant to the *Residential Tenancies Act*. In my opinion, a rental officer does not have jurisdiction to determine matters of use or occupation of land owned by the Government of Canada and reserved for Indian use. As these premises and lands have not been transferred in accordance with the provisions of the Treaty Settlement Agreement, they are not, in my opinion, within the jurisdiction of the rental officer. Accordingly, the application is dismissed.

Hal Logsdon
Rental Officer