

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
DYANNE DOCTOR, 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 **TULITA, NT.**

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

DYANNE DOCTOR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-10414 filed on November 4, 2008) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of six thousand seven hundred ninety two dollars (\$6792.00).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for the use and occupation of the rental premises after the tenancy agreement ended on December 31, 2009 in the amount of nine hundred thirty seven dollars and twelve cents (\$937.12).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of January,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

DYANNE DOCTOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 14, 2010

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant
Rosa Etchinelle, witness for the applicant
Dyanne Doctor, respondent

Date of Decision: January 19, 2010

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$8828. The full unsubsidized rent of \$2036 has been applied in January, 2010. The applicant stated that the full unsubsidized rent was applied because the tenancy agreement between the parties which was made for a term, expired on December 31, 2009 and the parties had not entered into a new agreement.

The applicant's witness, the subsidy agent, testified that the respondent had provided income information in accordance with the former tenancy agreement but had not provided a new tenancy agreement.

A previous order (file #20-10414 filed on November 4, 2008), permitted the respondent to pay rental arrears of \$7445 in monthly installments of \$250 and to pay the monthly rent on time.

The respondent did not dispute the allegations or the amount alleged owing.

Subsidized public housing is exempt from the automatic renewal provisions for term agreements

contained in section 49 of the *Residential Tenancies Act*. Therefore if a landlord and tenant enter into a tenancy agreement for a specific term, there is no requirement for the landlord to renew the agreement or enter into another term agreement. I find no evidence that another tenancy agreement has been formed between the parties. Therefore the tenancy agreement has expired and the tenant is overholding. Section 67 entitles a landlord to compensation for the occupation and use of the rental premises after a tenancy agreement has been terminated.

67.(1) A landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated.

This compensation is based on the full unsubsidized rent on a per diem basis.

I find the ledger to be in order and find rent arrears to December 31, 2009 in the amount of \$6792. I find the respondent in breach of the previous order and her obligation to pay rent. There is no requirement to terminate this tenancy agreement by order. It was terminated on December 31, 2009 when the tenancy agreement expired. The evidence suggests this is not simply an administrative oversight. If the respondent fails to move out of the premises, the applicant may seek an order from the Supreme Court to evict the respondent pursuant to section 63. They may also seek additional compensation for the continued use and occupation of the rental premises based on the number of days the respondent remains in possession of the premises after January 14, 2010.

- 63.(1) Where, on the application of a landlord, a judge of the Supreme Court determines that a tenancy has been terminated in accordance with this Act, the judge may make an order**
- (a) evicting the tenant on the date specified in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and**

- (b) **requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.**

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant rent arrears of \$6792 and compensation for overholding in the amount of \$937.12. I calculate these amounts as follows:

Rent arrears to December 31/09	\$6792.00
Compensation for use and occupation January 1 - January 14, 2009 @ \$66.937/day [(\$2036 x 12)/365]	\$937.12

Hal Logsdon
Rental Officer