

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
ROY BOURKE, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

ROY BOURKE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of ninety six dollars (\$96.00).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises after the tenancy agreement was terminated in the amount of seven hundred eighty one dollars and ninety four cents (\$781.94).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the

applicant repair costs in the amount of nine hundred nine dollars and seventeen cents (\$909.17).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
ROY BOURKE, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

ROY BOURKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 17, 2010

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Kevin Mageean, representing the applicant
Kim Olsen, representing the applicant

Date of Decision: March 19, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant and respondent have entered into a number of short term tenancy agreements, the last one expiring on May 30, 2009. It appears that another tenancy agreement was prepared by the applicant for June, 2009 but never executed. On May 28, 2009 the applicant served notice on the respondent that they did not intend to renew the tenancy agreement and asked that the respondent vacate the premises on June 30, 2009. The applicant stated that the respondent gave up possession of the premises on July 20, 2009. The premises are subsidized public housing.

The applicant testified that the security deposit and interest were retained and applied against rent arrears and repair costs, leaving rent arrears of \$1318 and repair costs of \$909.17 outstanding.

The applicant sought an order requiring the respondent to pay these amounts. Statements of the rent account and tenant damage account were provided in evidence as well as descriptions of the repairs which were completed by the applicant.

The applicant alleged that the following rent remained outstanding:

April, 2009	\$32
May, 2009	32
June	32
July	<u>1212</u>
Total	\$1308

Notwithstanding that the tenancy agreement expired on May 30, 2009 and was not renewed, the respondent was charged a subsidized rent in June, 2009. The July, 2009 rent was charged at the full unsubsidized rate. Because the respondent was overholding in July, 2009 he is not entitled to a subsidized rent. However, the applicant is only entitled to compensation for the use and occupation of the premises for the days the respondent remained in possession, namely 20 days. I find rent arrears of \$96 and compensation for use and occupation of \$781.94, calculated as follows:

Rent arrears - 3 months at \$32/month	\$96
Compensation - $(\$1212/31) \times 20$ days	\$781.94

I find the tenant damage statement in order and find the repairs undertaken to be the result of the respondent's negligence. I find the repair costs of \$909.17 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$96, compensation for use and occupation of the rental premises in July, 2009 of \$781.94 and repair costs of \$909.17.

Hal Logsdon
Rental Officer