

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
TERESA THRASHER, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **INUVIK, NT.**

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

TERESA THRASHER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises after the tenancy agreement has been terminated in the amount of two thousand two hundred ninety three dollars and eleven cents (\$2293.11) plus,
 - a) Forty three dollars and twenty seven cents (\$43.27) for every day in November, 2010 after November 23, 2010 that the respondent remains in possession of the rental premises, and,
 - b) Forty one dollars and eighty seven cents (\$41.87) for every day in

December, 2010 and January, 2011 that the respondent remains in possession of the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of November, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
TERESA THRASHER , 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

TERESA THRASHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2010

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Teresa Thrasher, respondent

Date of Decision: November 23, 2010

REASONS FOR DECISION

The respondent alleged that the tenancy agreement between the parties had been terminated in accordance with the *Residential Tenancies Act* but the tenant has remained in possession of the premises. The applicant sought an order requiring the respondent to pay compensation for use and occupation of the rental premises from the termination date of the tenancy agreement to the date the respondent gives up possession of the premises. The premises are subsidized public housing.

The tenancy agreement between the parties was made in writing for a term commencing on September 1, 2010 and ending on September 30, 2010. The applicant stated that they did not enter into a new tenancy agreement with the respondent and she remains in possession of the premises. A copy of the agreement was provided in evidence. The full unsubsidized monthly rent for the premises is \$1298.

The respondent did not dispute the allegations.

Section 51(4) provides for the termination of tenancy agreements without notice made for a term of 31 days or less for subsidized public housing.

51(4) Notwithstanding subsection (3), where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement, it terminates on the specified date.

Therefore, this tenancy agreement was terminated on September 30, 2010. The respondent became an overholding tenant on October 1, 2010 and is liable for compensation for use and occupation of the rental premises from that date to the date she gives up possession of the premises or is evicted. The compensation is based on the full unsubsidized rent for the premises as set out in Schedule A of the tenancy agreement.

I calculate this compensation as follows:

Compensation, October 1-31, 2010	\$1298.00
Compensation, November 1-23, 2010	<u>995.11</u>
Subtotal to date	\$2293.11

November, 2010 compensation after November 23, 2010	
\$1298/30 days	\$43.27/day

December/10 and January/11 compensation	
\$1298/31 days	\$41.87/day

Hal Logsdon
Rental Officer