

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NORM BYATT**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

NORM BYATT

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 three thousand four hundred sixty five dollars and nineteen cents (\$3465.19).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act* the respondent shall pay the applicant compensation for use and occupation for each day in March, 2011 he remains in possession of the premises in the amount of thirty seven dollars and three cents (\$37.03).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NORM BYATT**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

NORM BYATT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Norm Byatt, respondent

Date of Decision: February 23, 2011

REASONS FOR DECISION

This tenancy agreement was terminated on January 31, 2011 by the landlord's notice pursuant to section 51(5) of the *Residential Tenancies Act*.

51.(5) Where a tenancy agreement for subsidized public housing is renewed as a monthly tenancy under subsection 49(1), a landlord may terminate the tenancy on the last day of a period of the tenancy, by giving the tenant a notice of termination not later than 30 days before that day.

The respondent remains in possession of the rental premises. The applicant sought an order evicting the respondent and requiring the respondent to pay alleged rent arrears.

The tenancy agreement and a statement of the rent account were provided by the applicant in evidence. The tenancy agreement was made for a term that has expired. No other term agreement was executed, creating a monthly agreement. The notice of termination was dated December 14, 2010 and was personally served on the respondent that day. The termination date was January 31, 2011. The statement of the rent account indicates a balance of rent owing as \$3465.19. The applicant noted that no payments of rent have been made since August 31, 2010.

The respondent did not dispute the allegations. He stated that he was unable to pay the rent due to medical expenses.

I find the statement of rent in order and find the termination notice in accordance with the provisions of the *Residential Tenancies Act*. Given the history of non-payment of rent, I can not

find any reason why eviction could be considered unjustified.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3465.19 plus \$37.03 for each day in March, 2011 that the respondent remains in possession. An eviction order to be effective on March 15, 2011 shall be issued separately.

Hal Logsdon
Rental Officer