

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LEONARD HARRY, 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 -

LEONARD HARRY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 one thousand one hundred eighty one dollars and eighty three cents (\$1181.83).
- 2.. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant additional compensation for use and occupation of the rental premises,
 - a) in the amount of thirty three dollars and seventy six cents (\$33.76) for each day after April 5, 2011 that the respondent remains in possession of the rental premises and,

- b) in the amount of thirty two dollars and sixty seven cents (\$32.67) for each day after May 1, 2011 that the respondent remains in possession of the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of April,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LEONARD HARRY, 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-

LEONARD HARRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2011

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Victoria Boudreau, representing the applicant
Valerie Stefansson, representing the respondent
Susan Peffer, representing the respondent
Lillian Elias, representing the respondent

Date of Decision: April 8, 2011

REASONS FOR DECISION

The applicant sought an order requiring the respondent to pay compensation for use and occupation of the rental premises after the termination of the tenancy agreement. The tenancy agreement was made for a term commencing on February 1, 2011 and ending on February 28, 2011. The parties did not enter into another tenancy agreement. The respondent remains in possession. The premises are subsidized public housing.

Section 51(4) of the *Residential Tenancies Act* contains provisions for tenancy agreements made for subsidized public housing that are for terms of 31 days or less.

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 the tenancy agreement between the parties was terminated on February 28, 2011 in accordance with section 51(4) of the Act.

The applicant is entitled to the full unsubsidized rent calculated for each day the respondent has remained in possession after the termination date. The unsubsidized rent contained in Schedule “A” of the tenancy agreement is \$1013. I calculate that compensation to be \$1181.83 calculated as follows:

| | |
|------------------|---------------|
| March 1-31, 2011 | \$1013.00 |
| April 1-5, 2011 | <u>168.83</u> |
| Total | \$1181.83 |

In addition to the above compensation the respondent shall continue to pay compensation for each day the respondent remains in possession after April 5, 2011. For each additional day in April, 2011 the respondent shall pay \$33.76/day and for each additional day in May, the respondent shall pay \$32.67/day.

Hal Logsdon
Rental Officer