

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARGARET FIRTH AND CHARLENE FIRTH, Respondents;

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 -

MARGARET FIRTH AND CHARLENE FIRTH

Respondents/Tenants

EVICTON ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondents shall be evicted from the premises known as NV5210, 60 Bompas Street, Inuvik, NT on November 30, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARGARET FIRTH AND CHARLENE FIRTH, Respondents.

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-

MARGARET FIRTH AND CHARLENE FIRTH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 19, 2011**

Place of the Hearing: **Inuvik, NT via teleconference**

Appearances at Hearing: **Diana Tingmiak, representing the applicant**
 Margaret Firth, respondent
 Charlene Firth, respondent

Date of Decision: **October 20, 2011**

REASONS FOR DECISION

The premises are subsidized public housing. The parties entered into a term tenancy agreement commencing on August 1, 2011 and ending on August 31, 2011. The applicant stated that they refused to enter into a new tenancy agreement and the respondents failed to give up possession. The applicant sought an eviction order.

Sections 51(3) and 51(4) of the *Residential Tenancies Act* set out termination of term tenancy agreements in subsidized public housing.

- 51.(3) Where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement, the landlord may terminate the tenancy on the date specified in the agreement by giving the tenant a notice of termination not later than 30 days before that date.**
- (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 in accordance with the Act on August 31, 2011. The Act does not require any notice or a given reason for the termination of the tenancy pursuant to section 51(4). However, at the hearing the applicant stated that the respondents had previously appealed a termination to the Board of Directors who rescinded the termination provided that there were no more disturbances. The applicant stated that another disturbance occurred in the premises on July 9, 2011. No disturbances have been reported since that date.

The respondents did not dispute that the disturbance occurred but stated that their brother, who

had been drinking at another apartment in the building, entered their apartment uninvited and caused a disturbance. The respondents stated that they called the police who arrested both Charlene Firth and her brother and held them overnight. Charlene Firth stated that she was not intoxicated at the time. The respondents stated that Margaret Firth required premises with wheelchair access and that it would be difficult to find another suitable apartment given her limited mobility.

In order to issue an eviction order, a rental officer must determine that the tenancy agreement has been terminated in accordance with the Act and that an eviction is justified. There is no doubt that the tenancy agreement was terminated in accordance with the Act. Since section 51(4) does not require a notice or a reason for terminating the tenancy agreement it would appear that the failure of the tenant to vacate the premises would be the only justification necessary to issue an eviction order. If section 51(4) permits the unconditional expiry of a public housing tenancy agreement made for a term of 31 days or less, it was surely intended to give the landlord the sole discretion whether to continue the tenancy agreement or not. I can find no reason to deny the relief requested by the applicant. An eviction order to be effective on November 30, 2011 shall be issued.

Hal Logsdon
Rental Officer