

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARIA GREENLAND, 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 -

MARIA GREENLAND

Respondent/Tenant

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted forthwith from the premises known as LH 70, 11 Kingmingya Road, Inuvik, NT.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of
November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARIA GREENLAND, 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-

MARIA GREENLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 30, 2012

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Diana Tingmiak, representing the applicant
Maria Greenland, respondent

Date of Decision: November 1, 2012

REASONS FOR DECISION

The premises are subsidized public housing. The parties entered into a term tenancy agreement commencing on August 1, 2012 and ending on August 31, 2012. The applicant stated that the respondent had repeatedly disturbed other tenants in the residential complex. A notice was served on the respondent on August 13, 2012 stating that the tenancy agreement would not be renewed. No new tenancy agreement was formed after August 31, 2012.

The applicant sought an eviction order and an order requiring the respondent to pay compensation for use and occupation of the rental premises after August 31, 2012.

The applicant submitted that the respondent had created a number of disturbances and had appealed an earlier termination notice to the Board of Directors who decided in January, 2012 to give her another chance. There was another disturbance in February, 2012 and because the respondent stated that she had been out of town and others may have stolen her keys, the tenancy was continued. The applicant submitted that another disturbance occurred in July, 2012 after which the current termination notice was issued.

The respondent acknowledged the disturbances and stated that they were caused by her 18 year old son who occupied the premises when she was out of town. She stated that it was only after she returned home that she found the premises in a mess and heard of the partying and disturbances. The applicant noted a house rule stating that children under the age of 19 can not be

left unattended overnight in the premises. The applicant stated that she had reminded the respondent of this house rule which has been made in writing and attached to the tenancy agreement. The respondent stated that after the July, 2012 incident her son had left the premises and was no longer an occupant.

Section 51(4) of the *Residential Tenancies Act* sets out the following provision for termination of a tenancy agreement for public housing made for a term of 31 days or less:

- 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.**

The Act does not require a reason or a notice pursuant to section 51(4).

In order to issue an eviction order a rental officer must be satisfied that the tenancy agreement has been terminated in accordance with the Act and that the eviction is justified. Section 63(4) outlines these two tests.

- 63. (4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order**
- (a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and**
- (b) requiring the tenant to compensate the landlord for the use and**

occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.

In this matter, I find that the tenancy was terminated in accordance with the provisions of section 51(4) of the Act. The tenant is clearly in breach of her obligation to not disturb other tenants. The disturbances have been several, notwithstanding the warnings that been given to the respondent. In my opinion, the eviction is justified.

An order shall issue evicting the respondent forthwith. An order regarding the compensation for use and occupation shall be issued separately.

Hal Logsdon
Rental Officer