

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**DENNIS ALUNIK**, 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 -

**DENNIS ALUNIK**

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 termination of the tenancy agreement in the amount of one thousand two hundred sixty four dollars and thirty five cents (\$1264.35) plus,
  - a) an additional \$28.097 for each day in May, 2013 after May 14, 2013 that the respondent remains in possession of the premises plus,
  - b) an additional \$29.033 for each day the respondent remains in possession of the premises in June, 2013.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**DENNIS ALUNIK**, 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-

**DENNIS ALUNIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 14, 2013

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

**Appearances at Hearing:** Diana Tingmiak, representing the applicant  
Dennis Alunik, respondent

**Date of Decision:** May 14, 2013

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated by the applicant's notice on January 31, 2013. The applicant stated that the respondent continues to occupy the rental premises. The applicant sought an order evicting the respondent and compensation for use and occupation after January 31, 2013. The premises are subsidized public housing.

The applicant alleged that the respondent had repeatedly disturbed other tenants in the residential complex and had endangered other tenants by leaving a stove unattended, causing the apartment to fill with smoke. The applicant served a termination notice on the respondent on November 19, 2012 but rescinded the notice after the Board of Directors agreed to give the respondent another chance to continue the tenancy. The applicant stated that there was another incident of disturbance on December 21, 2012 involving loud guests of the respondent which resulted in another termination notice being issued on that day terminating the tenancy agreement on January 31, 2013. The applicant testified that since the termination notice was issued there have been fourteen additional incidents including three involving the police and two involving smoke and fire.

The respondent did not dispute the allegations.

Section 51(5) of the *Residential Tenancies Act* sets out provisions whereby a landlord of subsidized public housing may terminate a monthly tenancy agreement by notice. Section 55(3)

sets out the required contents of such a notice.

**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.**

**55(3) A notice of termination from a landlord to a tenant must**

- (a) be in writing;**
- (b) be signed by the landlord or an agent of the landlord;**
- (c) identify the rental premises to which the notice applies;**
- (d) state the date on which the tenancy is to terminate; and**
- (e) state the reason for the termination of the tenancy.**

The tenancy agreement between the parties was monthly and was preceded by a term agreement.

The notice was given on December 21, 2012 for January 31, 2013. The notice includes all of the elements in section 55(3). Therefore I find that the tenancy agreement between the parties was terminated on January 31, 2013 in accordance with the Act and the respondent has been overholding since that date.

The tenancy agreement sets out the full unsubsidized rent of \$871 in Schedule A of the tenancy agreement. I find no evidence of any notice of increase to that amount. A overholding tenant is not entitled to a subsidized rent although it appears that the applicant has provided a subsidy for February and March, 2013 and the respondent has paid those amounts in full. However no payments have been made since April 1, 2013. I find reasonable compensation for use and occupation of the premises from April 1, 2013 to the date of the hearing to be \$1264.35 calculated as follows:

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April, 2013	\$871.00
May 1-14 @ \$28.097/day	<u>393.35</u>
Total	\$1264.35

An order shall issue requiring the respondent to pay the applicant compensation for use and occupation of the premises in the amount of \$1264.35 plus \$28.097 for each day after May 14, 2013 that the respondent continues to occupy the premises and \$29.033 for every day in June, 2013 that the respondent remains in possession.

An eviction order to be effective on May 29, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer