

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
CLARENCE KITLI, 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 -

CLARENCE KITLI

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 one hundred sixty dollars (\$160.00).
2. 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 four thousand one hundred forty three dollars and eighty seven cents (\$4143.87) plus,
 - a) an additional \$52.419 for each day in May after May 14, 2013 that the respondent remains in possession of the premises plus,

- b) an additional \$54.166 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 17th day of May,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
CLARENCE KITLI, 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-

CLARENCE KITLI

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

Date of Decision: May 14, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay for electricity. The applicant stated that a limiter was placed on the electrical service in February, 2013 due to non-payment. When the supplier notified the landlord of pending disconnection in April, the applicant established an account for the premises and has been paying for electricity.

The applicant served a notice of termination on November 28, 2012 terminating the tenancy agreement on December 31, 2012 for non-payment of rent. The respondent remains in possession of the premises. The applicant sought an order requiring the respondent to pay rent arrears and compensation for use and occupation after December 31, 2012 and an eviction order. The premises are subsidized public housing.

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 November 28, 2012 for December 31, 2012. The notice includes all of the elements in section 55(3). Therefore I find that the tenancy agreement between the parties was terminated on December 31, 2012 in accordance with the Act and the respondent has been overholding since that date.

The tenancy agreement sets out the full unsubsidized rent of \$1625 in Schedule A of the tenancy agreement. An overholding tenant is not entitled to a subsidized rent although it appears that the applicant has provided a subsidy for January and February, 2013. That is their choice. I find reasonable compensation for use and occupation of the premises from January 1, 2013 to the date of the hearing to be \$4143.87 calculated as follows:

January, 2013	80.00
February, 2013	80.00
March, 2013	1625.00
April, 2013	1625.00
May 1-14 @ \$52.419/day	<u>733.87</u>
Total	\$4143.87

A statement of the rent account, provided in evidence by the applicant indicates rent arrears as at

December 31, 2012 of \$160.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$160 and compensation for use and occupation in the amount of \$4143.87 plus per diem amounts for days after May 14, 2013 that the respondent remains in possession of the premises. An eviction order to be effective on May 28, 2013 shall be issued separately.

Hal Logsdon
Rental Officer