

IN THE MATTER between **Inuvik Housing Authority**, Applicant, and **Chris Cook**,  
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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises within **the Town of Inuvik in the Northwest Territories**.

BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CHRIS COOK**

Respondent/Tenant

**EVICITION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(b) and 67(4) of the *Residential Tenancies Act*, the respondent must pay to the applicant compensation for the use and occupation of the rental premises in the amount of \$4,104.72 (four thousand one hundred four dollars seventy-two cents) plus \$53.42 (fifty-three dollars forty-two cents) for each day the respondent remains in the rental premises after December 16, 2013.

2. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premise known as NV5107 - 60 Bompas Road in Inuvik, Northwest Territories, on February 28, 2014.

DATED at the City of Yellowknife in the Northwest Territories this 18th day of December 2013.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

**INUVIK HOUSING AUTHORITY**

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-and-

**CHRIS COOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2013

**Place of the Hearing:** Inuvik, Northwest Territories, via Teleconference

**Appearances at Hearing:** Diana Tingmiak, representing the Applicant  
Chris Cook, representing himself

**Date of Decision:** December 18, 2013

**REASONS FOR DECISION**

An application to a rental officer made by Inuvik Housing Authority as the applicant/landlord against Chris Cook as the respondent/tenant was filed by the Rental Office September 18, 2013. The applicant served a copy of the filed application on the respondent by personal service September 26, 2013.

The application was made regarding a subsidized public housing residential tenancy agreement between the parties for the rental premises known as NV5107 - 60 Bompas Road in Inuvik, Northwest Territories. The applicant alleged the tenancy agreement had been terminated in accordance with the *Residential Tenancies Act* (the Act) September 30, 2013. Evidence in support of the application is listed in Appendix A attached to this order.

A hearing was scheduled for December 16, 2013. Both parties were served notices of attendance. Ms. Diana Tingmiak appeared representing the applicant. Mr. Chris Cook appeared representing himself.

Ms. Tingmiak submitted at hearing that Mr. Cook had breached his obligation to keep from disturbing the quiet enjoyment of the rental premises and residential complex by other tenants and the landlord repeatedly over the last year. In October 2012 Mr. Cook was given a reprieve by the housing board from termination of his tenancy at that time. Since July 2013 the landlord has received further noise complaints from other tenants of the residential complex, including at least one complaint in writing submitted in September.

The tenancy agreement between the parties was for a fixed-term of less than 32 days, expiring September 30, 2013, and the landlord exercised their option under section 51(4) of the Act not to renew the tenancy agreement. Ms. Tingmiak requested an order for payment of overholding rent at the maximum monthly rent for the unit of \$1,625 and eviction.

Mr. Cook disputed the number of alleged noise complaints, indicating they were lies and that he believed them to be coming directly from the superintendent of the building as a result of the superintendent's failure to coerce Mr. Cook into selling drugs for him. He believed other tenants would not support his claim out of fear of the superintendent, hence his reasons for not having any witnesses at the hearing. He felt he was unfairly being punished. Of the noise complaints

alleged against him since July he conceded to only the incident of August 4<sup>th</sup>, although he claims the disturbances then did not occur at 4:00 a.m. as alleged, rather were earlier the day before. Mr. Cook also claimed the level of noise that may be complained about was unreasonable, citing that he was surrounded by elders in neighbouring apartments and even the slightest noise seemed to result in a complaint against him.

Mr. Cook identified himself as a single father of two children. He was concerned that he would not be able to find another suitable premises that he could afford, and he indicated he might have to turn his children over to Social Services as a result.

Ms. Tingmiak disputed Mr. Cook's belief that the superintendent was the primary complainant, indicating the complaints received were from other tenants, not the superintendent. Most were verbal complaints, however, one was made in writing, a copy of which was provided. Ms. Tingmiak reiterated the housing board's indication that the reprieve from October 2012 was a 'last chance' opportunity, which her evidence indicates was not honoured after July 2013. The board was not prepared to extend another leasing opportunity with Mr. Cook.

#### *Tenancy Agreement*

The residential tenancy agreement included with the application package was for subsidized public housing for the fixed-term of September 1 to September 30, 2013, for the rental premises known as NV5107 - 60 Bompas Road in Inuvik, Northwest Territories. It indicated a maximum monthly rent for the unit at \$1,625. In the application and in Ms. Tingmiak's testimony, Mr. Cook had been in numerous fixed-term tenancy agreements since August 21, 2012. Mr. Cook did not dispute that he had been in monthly fixed-term tenancy agreements with the applicant. I am satisfied a valid residential tenancy agreement for subsidized public housing was in effect for periods of 31 days or less between the parties.

#### *Termination of the Tenancy Agreement*

Section 51(4) states 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 most recent tenancy agreement between Inuvik Housing Authority and Mr. Cook was for September 1 to September 30, 2013. It was not renewed by the parties. There is no requirement in section 51(4) of the Act that the landlord identify a reason not to renew the tenancy agreement. I find the residential tenancy agreement has been terminated on September 30, 2013, in accordance with the Act.

### *Overholding Compensation*

Since the tenancy agreement's termination on September 30, 2013, Mr. Cook has remained in the rental premise in an overholding tenancy capacity and is not eligible for the rent subsidy. Section 67 of the Act entitles a landlord to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated. The transaction report dated December 13, 2013, submitted by the applicant is the landlord's accounting of overholding rent for October, November, and December 2013. No payments have been received from Mr. Cook since prior to October 1, 2013. Mr. Cook did not dispute that no payments had been made and I am satisfied that the transaction record accurately reflects the lack of payments since October 1, 2013. I find Mr. Cook liable for overholding compensation from October 1 to December 16, 2013. I leave it at Inuvik Housing Association's discretion if they choose to assess a subsidy to the compensation amount if Mr. Cook reports his monthly income.

### *Eviction*

As the tenancy agreement was terminated September 30, 2013, in accordance with the Act and Mr. Cook currently remains in the rental premises, I find an eviction order is justified. However, in light of Mr. Cook's circumstances with regard to his family and the limited availability of alternate affordable housing, and with regard to the time of year, I find it reasonable to extend the eviction date to February 28, 2014. I also find it reasonable to require Mr. Cook to compensate the applicant for his continued use and occupation until he vacates the rental premises – whether that vacation is of his own volition or enforced.

An order will issue requiring Mr. Cook to pay compensation for use and occupation of the rental premises in the amount of \$4,104.72 (representing the overholding rent for October 1 to December 16, 2013) plus \$53.42 per day for each day Mr. Cook remains in the rental premises after December 16, 2013; and an order will issue evicting Mr. Cook from the rental premises on February 28, 2014.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's NV5107 correspondence to respondents dated August 6, 2013
- Exhibit 2: Applicant's NV5107 correspondence to respondent dated October 18, 2012
- Exhibit 3: Applicant's NV5107 correspondence to respondent dated October 17, 2012
- Exhibit 4: Applicant's Final Warning Delivered to Your Unit NV5107 correspondence to respondent dated September 28, 2012
- Exhibit 5: Applicant's First Warning Delivered to Your Unit NV5107 correspondence to respondent dated September 7, 2012
- Exhibit 6: Residential Tenancy Agreement - Fixed Term Lease dated August 20, 2013
- Exhibit 7: Applicant's information sheet dated December 13, 2013
- Exhibit 8: Transaction record for October 1, 2013, to December 1, 2013
- Exhibit 9: Written letter of complaint against the respondent dated September 25, 2013