

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

**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 ninety dollars (\$190.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant call-out charges for unlocking her door in the amount of fifty seven dollars and seventy five cents (\$57.75).
3. 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 two thousand seven hundred

seventy eight dollars and twenty two cents (\$2778.22); plus

- a) fifty two dollars and forty two cents (\$52.42) for each day in January, 2014 after January 22, 2014 that the respondent continues to occupy the rental premises; and
- b) fifty eight dollars and three cents (\$58.03) for each day in February, 2014 that the respondent continues to occupy the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January, 2014.

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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:** January 22, 2014

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

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

**Date of Decision:** January 24, 2014

**REASONS FOR DECISION**

The tenancy agreement between the parties was made for a term commencing on September 1, 2013 and ending on November 30, 2013. The applicant served a notice of termination dated October 28, 2013 terminating the tenancy agreement on November 30, 2013 for noise and disturbance. The respondent remains in possession of the premises. The applicant sought an eviction order and an order requiring the respondent to pay compensation for use and occupation of the premises from December 1, 2013.

The applicant also alleged that the respondent had failed to pay the full amount of the rent and had failed to pay a call-out charge to unlock her door when she had locked herself out of the unit. The premises are subsidized public housing.

The applicant stated that they had previously obtained an eviction order (file #20-13093, filed on November 1, 2012) due to disturbance but had decided not to enforce it.

The applicant alleged that the respondent had again disturbed other tenants due to loud music and banging late at night on the weekend of July 12-14, 2013. A warning notice was served on the respondent and provided in evidence.

The applicant alleged that the respondent had created other disturbances on August 5 and 6, 2013 by yelling and having a large party in the unit. Another warning notice was served on the

respondent and provided in evidence.

The applicant stated that a third incident over the weekend of October 25-27, 2013 involving fighting and a loud party resulted in the notice of termination being served on the respondent.

A statement of account was provided in evidence which indicated a balance of rent owing in the amount of \$190. A work order and invoice regarding the call out charges was also provided in evidence.

The respondent acknowledged that there were friends in the unit on Sunday, October 27 and they were playing guitar and singing. She acknowledged that there was some drinking but she disputed the allegations of fighting or that the gathering went on all weekend or that there was an unreasonable level of noise. She also stated that she felt some of her neighbours did not like her and might exaggerate or lie about her behaviour.

The respondent acknowledged the August incidents and stated that she could not remember the alleged incidents in July. She did not dispute the rent arrears or the call out charge.

I find the statement of account in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$190. I find the call out charges of \$57.75 to be reasonable. I find the notice of termination in order pursuant to sections 51(3) and 55(3) of the *Residential Tenancies Act*. Therefore the tenancy agreement was legally terminated on November 30, 2013

and the tenant has been overholding since December 1, 2013. An overholding tenant is not entitled to subsidized rent. The tenancy agreement sets out the full unsubsidized rent for the premises as \$1625/month. I find compensation for use and occupation of the premises as follows:

December/13	\$1625.00
January 1-22/14	<u>1153.22</u>
Total	\$2778.22

Plus \$52.42/day for each additional day in January, 2014 after January 22 that the respondent remains in possession; and \$58.03/day for each day in February, 2014 that the respondent remains in possession.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$190, call out charges of \$57.75 and compensation for use and occupation as noted above.

An eviction order to be effective on February 19, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer