

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

MARJORIE GREENLAND

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 four thousand four hundred three dollars and twenty two cents (\$4403.22); 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.

Hal Logsdon
Rental Officer

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

MARJORIE 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

Date of Decision: January 22, 2014

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was made for a term commencing on October 1, 2013 and ending on October 31, 2013. The applicant served a notice on the respondent advising them that they were not going to renew the tenancy agreement and demanded vacant possession of the premises on November 1 due to repeated disturbance. The respondent remains in possession of the premises which are subsidized public housing.

The applicant sought an order evicting the respondent and requiring the payment of compensation for use and occupation of the premises since November 1, 2013.

The applicant provided notices served on the respondent and a summary of alleged disturbances and dates in evidence. The tenancy agreement was also provided in evidence. The applicant noted that the respondent had appealed a previous termination notice to the Board of Directors who withdrew the termination notice provided there were no further disturbances. The applicant stated that more disturbances occurred and another termination notice issued. Another appeal was made to the board, who declined to withdraw the notice.

In order to issue an eviction order, a rental officer must determine that the tenancy agreement has

been terminated in accordance with the *Residential Tenancies Act* and that the eviction is justified.

Section 51(4) of the *Residential Tenancies Act* permits a landlord of subsidized housing to terminate a tenancy agreement made for a term of 31 days or less without notice.

51.(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.

Clearly, the tenancy agreement has been terminated in accordance with section 51(4). In my opinion, it is difficult to find any fact that would support the contention that the eviction sought would not be justified. There have been numerous disturbances and the respondent has been given ample opportunities to remedy the problem but has failed to do so.

The respondent has been overholding since November 1, 2013 and is not entitled to a subsidized rent after October 31, 2013. The full unsubsidized rent for the premises is shown on the tenancy agreement as \$1625.00. I calculate the amount of compensation for use and occupation to the date of the hearing to be \$4403.22 calculated as follows:

November/13	\$1625.00
December/13	1625.00
Jan. 1-22/14	<u>1153.22</u>
Total	\$4403.22

An order shall issue requiring the respondent to pay the applicant compensation for use and occupation in the amount of \$4403.22 plus \$52.42/day for each day in January after January 22

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and \$58.03/day in February that she remains in possession of the premises. An eviction order to be effective forthwith shall be issued separately.

Hal Logsdon
Rental Officer