

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Billy Nelson**,
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 hamlet of Fort Liard in the Northwest
Territories.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

BILLY NELSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories, in the amount of \$345.24 (three hundred forty-five dollars twenty-four cents).

DATED at the City of Yellowknife in the Northwest Territories this 25th day of July
2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Billy Nelson**,
Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

NWT HOUSING CORPORATION

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-and-

BILLY NELSON

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 17, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Jerry Vanhantsaeme, representing the applicant Ellen McLeod, representing the applicant Billy Nelson, respondent
<u>Date of Decision:</u>	July 17, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Billy Nelson as the respondent/tenant was filed by the Rental Office May 22, 2014. The application made regarding a residential tenancy agreement for the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 18, 2014.

The applicant alleged the respondent failed to vacate the rental premises on or before June 13, 2014, in accordance with a rental officer order terminating the tenancy agreement on that date.

A hearing was scheduled for July 17, 2014. Mr. Jerry Vanhantsaeme and Ms. Ellen McLeod appeared representing the applicant. Mr. Billy Nelson appeared as respondent.

Mr. Vanhantsaeme testified that rental officer order 10-13956 issued May 20, 2014, terminated Mr. Nelson's tenancy agreement June 13, 2014. Mr. Nelson was ordered to vacate the rental premises on or before that date. That tenancy agreement was for the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories.

Prior to termination of the tenancy agreement, Mr. Nelson had been temporarily moved to alternate accommodations to facilitate the renovation of his rental premises. Those renovations were completed June 18, 2014, and an exit inspection was conducted with Mr. Nelson at the alternate accommodations on that date. Much of Mr. Nelson's property remained in the rental premises, and Mr. Nelson retained the ability to access his property at the rental premises during the renovations. When the date of termination of the tenancy came about, Mr. Nelson had made no effort to remove his property from the rental premises. He continued to have possession of the rental premises as of June 18, 2014. The applicant was not informed by Mr. Nelson of any intention to vacate the rental premises. The applicant did not regain possession of the rental premises until July 11, 2014.

The property that remains in the rental premises includes a mattress, clothes, and dishes. The applicant has deemed this property abandoned and is holding it for Mr. Nelson until he can pick the items up.

Mr. Nelson testified that he had been in Fort Nelson, British Columbia, for most of June and did not get the keys for the rental premises back from the applicant until July 10, 2014, after he returned to the community. He confirmed he was aware of the termination of his tenancy agreement effective June 13, 2014, and was unable to arrange for transportation to remove his personal property from the premises prior to departing for British Columbia or since returning. Mr. Nelson confirmed the keys to the rental premises were returned to the applicant July 11, 2014, and he has not had an opportunity to retrieve his remaining property as he has been unable to secure transportation.

Termination of the tenancy agreement

Rental officer order 10-13956 dated May 26, 2014, unconditionally terminates the tenancy agreement between the parties for the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories, on June 13, 2014. I am satisfied the tenancy agreement was terminated in accordance with the *Residential Tenancies Act* (the Act).

Continued occupation of the rental premises

The respondent's personal property remained in the rental premises after termination of the tenancy agreement, effectively retaining possession of the rental premises. The respondent's departure from the community was admittedly work-related and not intended to be permanent, and the respondent did not notify the applicant of his departure. The applicant observed the property remaining in the rental premises and, having not heard otherwise, deduced the respondent had not vacated the premises. The applicant did not regain possession of the rental premises until the respondent returned in July, informed the applicant the he wished to remove his remaining items and that he did not intend to reside in the rental premises. I am satisfied the respondent did not vacate the rental premises on or before June 13, 2014, and that the applicant did not regain possession of the rental premises until July 11, 2014.

Compensation for use and occupation

Section 67 of the Act specifies a landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated. Having determined that the respondent's tenancy was terminated June 13, 2014, and the respondent remained in possession of the premises between June 13 and July 11, 2014, I find the respondent liable to compensate the applicant for use and occupation of the rental premises for that period in the amount of \$345.24.

An order will issue requiring Mr. Billy Nelson to compensate the applicant for use and occupation of the rental premises in the amount of \$345.24.

Adelle Guigon
Deputy Rental Officer