

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

**CHRIS RIVETT**

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 two thousand one hundred thirty nine dollars and eighty seven cents (\$2139.87) plus,
  - a) \$52.419 for each day in January, 2015 after January 14, 2015 that the respondent remains in possession of the rental premises and,
  - b) \$58.036 for each day in February, 2015 that the respondent remains in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January,  
2015.

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Hal Logsdon  
Rental Officer

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

**CHRIS RIVETT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2015

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

**Appearances at Hearing:** Kim Burns, representing the applicant  
Diane Day, representing the applicant  
Chris Rivett, respondent

**Date of Decision:** January 14, 2015

### **REASONS FOR DECISION**

The parties entered into a 30 day term tenancy agreement commencing on November 1, 2014.

The applicant notified the respondent in writing on November 27, 2014 that the tenancy agreement would not be renewed due to repeated noise and disturbances. The tenant remains in possession of the premises. The premises are subsidized public housing. The applicant sought an eviction order and compensation for use and occupation of the rental premises from December 1, 2014.

Section 51(4) of the *Residential Tenancies Act* sets out that a tenancy agreement made for a term of 31 days or less terminates on the date specified in the agreement. There is no automatic renewal of the agreement nor is any notice from the landlord required.

**54.(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.**

The applicant provided a summary outlining numerous incidents of disturbance caused by the respondent or persons he permitted in the building. The respondent explained that some of the disturbances were created when he attempted to eject persons from his apartment. One of the most disturbing incidents described by the applicant occurred in December, 2014 when the caretaker of the building was alerted to smoke coming from the respondent's apartment. After knocking loudly, the caretaker entered the apartment to find food burning on the stove and the respondent and a guest passed out. Since November 17, 2014 a total of 15 incidents have been

documented by the applicant.

I find that the tenancy agreement was terminated in accordance with the Act on November 30, 2014 and in my opinion, eviction is justified. An eviction order to be effective on February 7, 2015 shall be issued separately.

The respondent currently has a rent credit of \$219 which shall be deducted from the compensation for use and occupation from December 1, 2014 to present. I calculate this compensation as follows:

Total rent assessments	\$181
Total rent payments	(400)
Rent credit	(\$219)

#### Compensation for Use and Occupation

December 2014	\$1625.00
January 1-14 @ \$52.419/day	<u>733.87</u>
Subtotal	\$2358.87
Less rent credit	<u>(219.00)</u>
Total	\$2139.87

An order shall issue requiring the respondent to pay the applicant compensation for use and occupation of \$2139.87 plus a daily rate of \$52.419 for each day in January after January 14 and \$58.036 for any days in February that the respondent remains in possession.

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Hal Logsdon  
Rental Officer