

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

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as SY 1104, 8 Centennial Street, Inuvik, NT on February 7, 2015.

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

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.

In order to issue an eviction order, a rental officer must be satisfied that the tenancy agreement has been terminated in accordance with the Act and that the eviction is justified. Section 63(4)(a) sets out these two criteria.

- 63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order**
- (a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and**
 - (b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.**

I find that the tenancy agreement was terminated in accordance with the Act on November 30, 2014 pursuant to section 54(4) and in my opinion, eviction is justified. An eviction order to be effective on February 7, 2015 shall be issued. An order for compensation for use and occupation has been issued separately.

Hal Logsdon
Rental Officer