

IN THE MATTER between **JAMES CRAWLEY**, Applicant, and **ADRIAN DRAKE**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

JAMES CRAWLEY

Applicant/Landlord

- and -

ADRIAN DRAKE

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 six thousand eight hundred fifty two dollars and fifty nine cents (\$6852.59).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for water during the term of the tenancy agreement.
3. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to repair damages to the rental premises by repairing the screen door and the bathroom window.

4. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 8 Trails End, Yellowknife, NT shall be terminated on October 31, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **JAMES CRAWLEY**, Applicant, and **ADRIAN DRAKE**, 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:

JAMES CRAWLEY

Applicant/Landlord

-and-

ADRIAN DRAKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 12, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: James Crawley, applicant
Adrian Drake, respondent

Date of Decision: October 13, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for utilities during the term of the tenancy and failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding utility amounts, repair the alleged damages to the premises and terminating the tenancy agreement between the parties. The applicant served a notice of early termination on the respondent on September 26, 2006 seeking possession of the premises on October 7, 2006. The respondent failed to vacate the premises.

The applicant testified that the rent for the premises is \$1100/month and that the rent had not been paid for May, June, July, August, September or October, 2006 resulting in a balance owing of \$6600. The applicant also testified that the tenant was responsible for fuel, electricity and water during the tenancy and that the electricity had been disconnected for non-payment. The applicant also stated that the water account had not been paid and that he had paid one bill for \$252.59 on behalf of the respondent.

The applicant testified that there was currently no heat in the premises and that the respondent had been operating a generator under the house. The applicant provided a notice to the respondent from the Deputy Fire Chief in evidence, stating that the use of the generator was a hazard and that the tenant had been ordered to cease using it. The notice states that the generator will be seized until electricity has been restored to the premises.

The applicant testified that the screen door and the bathroom window had been damaged by the respondent. The respondent also provided a letter from the RCMP confirming that 57 occurrences had been reported to the detachment since September 8, 2005 involving this address.

The respondent did not dispute the allegations and stated that he intended to pay all outstanding rent and utilities and repair all of the damages, which he claimed were done by his wife, who no longer lives in the premises. The respondent stated that he had been charged and held for several months but not convicted and as a result had lost his eligibility for income security. The applicant also stated that the neighbours “were a pain...”

I find the respondent in breach of his obligation to pay rent and utilities and his obligation to repair the premises. I can well understand the anxiety of the landlord. Not only has he lost a significant amount of income, his property appears to be in jeopardy. The respondent has ignored his obligation to pay rent and utilities as well as the Fire Chief’s order to cease using the generator. The premises have continually drawn the attention of the police. Other than his promise to make things right, made at the hearing, there does not appear to be any indication that the respondent intends to remedy any of these breaches. In my opinion, the applicant is entitled to an order terminating the tenancy and ordering the outstanding amounts due to him paid.

An order shall issue requiring the respondent to pay the applicant rent arrears, including the water costs paid on behalf of the respondent, in the amount of \$6852.59, calculated as follows:

Rent arrears (May 1, 2006 to October 31, 2006 at \$1100/month)	\$6600.00
Water costs paid on behalf of the respondent	<u>252.59</u>
Total rent arrears	\$6852.59

The order shall also require the respondent to comply with his obligation to pay for water during the term of the agreement and to repair the bathroom window and screen door. The tenancy agreement shall be terminated on October 31, 2006 by order and the respondent shall vacate the premises on that date.

Should the damages not be repaired and/or the outstanding water bills not be paid in accordance with this order, the applicant may file a future application seeking compensation for these costs.

Hal Logsdon
Rental Officer