

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DELORES BEAULIEU**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

DELORES BEAULIEU

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 two hundred forty seven dollars and seventeen cents (\$247.17).
2. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 22A Riverbend Road shall be terminated on March 31, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2007.

Hal Logsdon

Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DELORES BEAULIEU**, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

DELORES BEAULIEU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 14, 2007

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Willa Jean Conroy, representing the applicant

Date of Decision: March 14, 2007

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance. The respondent contacted the Rental Officer on March 13, 2007 to inquire about the notice and was verbally advised of the time, date and place of the hearing. The respondent indicated she planned to attend but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The premises are subsidized public housing. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$1230.17. The full unsubsidized rent of \$983 had been applied for the month of March, 2007.

The applicant stated that since the landlord had not received their subsidy from the Income Security Program, the full economic rent was applied. The statement indicates that no rent has been paid by the respondent since August 10, 2006.

The applicant provided several written complaints from other tenants, notes to file, and written notices to the respondent which outlined six disturbances from January, 2004 to January, 2007. Two of the disturbances occurred in the past three months. The notices indicate that the respondent was repeatedly warned about the disturbances. The applicant served a notice of early

termination on the respondent on January 31, 2007 seeking vacant possession of the premises on February 9, 2007 due to non-payment of rent and disturbances. The respondent remains in possession.

In the matter of rent, there is no direct evidence that the respondent has failed to provide any income information to the Income Security Officer. In my opinion, the application of the full unsubsidized rent is not reasonable. Notwithstanding the March rent, which can not be determined, I find the respondent in breach of her obligation to pay rent and find rent arrears in the amount of \$247.14. Although not a large amount, it must be noted that no rent whatsoever has been paid since August, 2006.

In the matter of the disturbances, I find the respondent in breach of her obligation to not disturb other tenants. The disturbances appear to have become more intense, the last one involving police intervention. The applicant has repeatedly made the respondent aware of the disturbing nature of her behaviour but it does not seem to have caused her to stop. In my opinion, there are sufficient grounds to terminate the tenancy. It appears that termination of the tenancy agreement is the only way the respondent's neighbours will enjoy peace and quiet and full enjoyment of the premises.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$247.17 and terminating the tenancy agreement on March 31, 2007.

Hal Logsdon
Rental Officer