

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY ADELE DRYNECK AND JOSEPH (PAT) BRIDEAU**, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MARY ADELE DRYNECK AND JOSEPH (PAT) BRIDEAU

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine thousand three hundred eighty seven dollars (\$9387.00).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises after the termination of the tenancy agreement in the amount of:
 - a) two thousand three hundred six dollars and forty five cents (\$2306.45) plus,
 - b) fifty two dollars and forty two cents (\$52.42) for each day in December, 2012 and January, 2013 after December 13, 2012 that the respondents remain in

possession of the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
December, 2012.

Hal Logsdon
Rental Officer

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R-5 (the "Act");

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BETWEEN:

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-and-

MARY ADELE DRYNECK AND JOSEPH (PAT) BRIDEAU

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 9, 2012 continued on December 13, 2012
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Mary Adele Dryneck, respondent Joseph (Pat) Brideau, respondent
<u>Date of Decision:</u>	December 13, 2012

REASONS FOR DECISION

The applicant served a notice of termination on the respondents on September 27, 2012 terminating the tenancy agreement on October 31, 2012 due to non-payment of rent and failure to report the household income in accordance with the tenancy agreement. The respondents failed to vacate the premises. The applicant sought an eviction order and an order requiring the respondents to pay rent arrears.

At the November 9, 2012 hearing, it was determined that the income information provided by the respondents was incomplete as it did not include the income of Ms Dryneck. The matter was adjourned to provide the respondents with an opportunity to provide the missing income information.

When the hearing resumed on December 13, the applicant had received the missing income information from the respondents and had re-assessed the rents based on the total household income. The applicant provided a statement of the rent account which indicated a balance owing of \$12,637. The assessments for November and December were based on the full unsubsidized rent of \$1625 as the respondents were overholding.

The respondents did not dispute the allegations.

Section 51(5) of the *Residential Tenancies Act* permits a public housing landlord to terminate a

tenancy agreement by notice. The notice conforms to the requirements of section 55(3).

51.(5) Where a tenancy agreement for subsidized public housing is renewed as a monthly tenancy under subsection 49(1), a landlord may terminate the tenancy on the last day of a period of the tenancy, by giving the tenant a notice of termination not later than 30 days before that day.

55.(3) A notice of termination from a landlord to a tenant must
(a) be in writing;
(b) be signed by the landlord or an agent of the landlord;
(c) identify the rental premises to which the notice applies;
(d) state the date on which the tenancy is to terminate; and
(e) state the reason for the termination of the tenancy.

I find that the tenancy agreement was terminated on October 31, 2012 in accordance with the Act. I find rent arrears of \$9387 calculated as follows:

Balance as per ledger	\$12,637
Less Nov/12 assessment	(1625)
Less Dec/12 assessment	<u>(1625)</u>
Total Rent arrears	\$9387

The respondents have been overholding since November 1, 2012. I find compensation for use and occupation of the premises from November 1, 2012 to the date of the hearing to be \$2306.45 calculated as follows:

November 1-30	\$1625.00
December 1-13	<u>681.45</u>
Total	\$2306.45

Per diem compensation for days after December 13, 2012 (in December and January) - \$52.44

An order shall issue requiring the respondents to pay the applicant rent arrears of \$9387 and compensation for use and occupation of \$2306.45 plus \$52.44/day after December 13, 2012.

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An eviction order shall be issued separately.

Hal Logsdon
Rental Officer