

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
TRENT STOKES, 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 **FORT SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

TRENT STOKES

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 thousand one hundred fifteen dollars (\$2115.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant call out charges in the amount of forty dollars (\$40.00).
3. 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 three thousand seven hundred

twenty one dollars and seventy seven cents (\$3721.77) plus,

- a) Fifty two dollars and forty two cents (\$52.42) for each day in October after October 9, 2013 that the respondent remains in possession of the premises and,
- b) fifty four dollars and sixteen cents (\$54.16) for each day in November, 2013 that the respondent remains in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of October, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
TRENT STOKES, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

TRENT STOKES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 9, 2013**

Place of the Hearing: **Fort Smith, NT**

Appearances at Hearing: **Kevin Mageean, representing the applicant**
 Kim Olsen, representing the applicant

Date of Decision: **October 16, 2013**

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The parties entered into a term tenancy agreement commencing on February 1, 2013 and ending on April 30, 2013. The applicant served a termination notice by registered mail dated April 2, 2013 terminating the tenancy agreement on April 30, 2013 on the grounds that the tenant damaged the property and non-payment of rent. Clearly, this notice does not conform to section 51(3) of the *Residential Tenancies Act*.

51(3) Where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement, the landlord may terminate the tenancy on the date specified in the agreement by giving the tenant a notice of termination not later than 30 days before that date.

Therefore the notice was of no effect and the tenancy agreement was automatically renewed as a monthly agreement on May 1, 2013.

The respondent remained in possession and another termination notice was served on June 27, 2013 terminating the tenancy agreement on July 31, 2013. Although somewhat ambiguous the reason appears to be non-payment of rent. This notice appears to conform to section 51(5) of the Act.

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.

Therefore the tenancy agreement was terminated on July 31, 2013 and the respondent became an overholding tenant on August 1, 2013.

The applicant provided a statement which indicated a balance of rent owing of \$2115. The full unsubsidized rent of \$1625 was assessed in July, 2013. The applicant testified that the respondent failed to report any household income to permit a calculation of a rent based on income.

The full unsubsidized rent of \$1625 was also applied in August, September and October, 2013 as the respondent was overholding

The statement also indicated an unpaid portion of the required security deposit in the amount of \$500 and a call-out charge of \$40 to open the door for the tenant after he had locked himself out. There has been no rent paid since May, 2013.

I find the statement in order and find the respondent in breach of his obligation to pay rent, the call out charge and the remaining balance of the required security deposit. I find the application of the full unsubsidized rent in July, 2013 to be reasonable. I find the rent arrears to be \$2115. I find the call out charge of \$40 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2115, compensation for use and occupation of the rental premises in August, September and October 1-9 in the amount of \$3721.77, and call out charges of \$40. The order shall also require the

respondent to pay the applicant per diem compensation for use and occupation for each additional day he occupies the premises in October, after October 9 of \$52.42 and for each additional day in November, 2013 of \$54.16.

An eviction order to be effective on October 31, 2013 shall be issued separately.

Hal Logsdon
Rental Officer