

IN THE MATTER between **Bryan Manson**, Applicant, and **Julie Anne Thrasher and Carmen Thrasher**, Respondents;

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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

BRYAN MANSON

Applicant/Landlord

- and -

JULIE ANNE THRASHER and CARMEN THRASHER

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$2,920.00 (two thousand nine hundred twenty dollars).
2. Pursuant to section 54(4) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as #203, 111 Moyle Drive, in Yellowknife, Northwest Territories, is terminated July 31, 2014, and the respondents must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents must compensate the applicant for each day they remain in the rental premises after July 31, 2014, at a rate of \$72.33 (seventy-two dollars thirty-three cents) per day.

DATED at the City of Yellowknife in the Northwest Territories this 21st day of July 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Bryan Manson**, Applicant, and **Julie Anne Thrasher and Carmen Thrasher**, Respondents.

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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

BRYAN MANSON

Applicant/Landlord

-and-

JULIE ANNE THRASHER and CARMEN THRASHER

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Bryan Manson, applicant
<u>Date of Decision:</u>	July 16, 2014

REASONS FOR DECISION

An application to a rental officer made by Bryan Manson as the applicant/landlord against Julie Anne Thrasher and Carmen Thrasher as the respondents/tenants was filed in the Rental Office June 27, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #203, 111 Moyle Drive, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application package on the respondents by personal service June 27, 2014.

The applicant alleged the respondents had accumulated rental arrears and had failed to comply with their obligation to obtain renters insurance. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 16, 2014. Mr. Bryan Manson appeared as the applicant. Ms. Julie Anne Thrasher and Ms. Carmen Thrasher were served notices of attendance by registered mail deemed served July 9, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondents were also contacted by telephone July 15, 2014, and confirmed their awareness of the scheduled hearing date, place, and time. Neither respondent appeared at hearing nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Mr. Manson testified the respondents had been tenants since February 1, 2014. The written tenancy agreement, which the respondents signed February 5, 2014, detailed the monthly rent amount at \$2,200 due the first of each month and at section 9(d) specified the requirement for the tenants to provide proof of renters insurance to the landlord.

The rent for May, June, and July has not been paid in full; the respondents currently have accumulated rental arrears in the amount of \$3,340.69. On June 27, 2014, the applicant served the respondents with a notice to terminate the tenancy July 31, 2014, pursuant to section 54(1)(g) of the Act, citing the repeated failure of the respondents to pay the full amount of their rent on time; Ms. Julie Thrasher signed the notice, acknowledging receipt.

Mr. Manson confirmed the last time he heard directly from the respondents was when he served the termination notice on June 27, 2014. He requested an order for the payment of rental arrears, termination of the tenancy agreement, and eviction.

Tenancy agreement

The written tenancy agreement entered into evidence was signed February 7, 2014, by all parties and commenced tenancy at the rental premises known as #203, 111 Moyle Drive, in Yellowknife, Northwest Territories, on February 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

A transaction report and ledger submitted into evidence by the applicant is the landlord's accounting of monthly rent, payments received, and the security deposit. I am satisfied these documents accurately reflect payments received as of July 16, 2014.

The ledger confirms accumulated rental arrears in the amount of \$2,920 and a security deposit amount outstanding of \$421.08. As the tenants have not yet vacated the rental premises, the partial security deposit the landlord has received to date of \$1,778.92 cannot yet be applied against the rental arrears. I find the respondents have accumulated rental arrears as of July 16, 2014, in the amount of \$2,920.

Termination of the tenancy agreement

The respondents received a notice from the landlord on June 27, 2014, terminating their tenancy agreement July 31, 2014, due to repeatedly failing to pay the full amount of rent owing. Under section 54 of the Act, the landlord could have given the tenants as little as 10 days written notice under these circumstances. Even with more than a month's notice and an awareness of the reasons for the termination notice, the tenants still failed to pay the full amount of their rent for July as well as failing to pay the already outstanding amounts for May and June. The landlord has demonstrated the tenant's repeated failure to pay the full amount of their rent on time and, therefore, the notice terminating the tenancy agreement July 31, 2014, was made in accordance with section 54 of the Act. I find the tenancy agreement will terminate July 31, 2014.

Eviction and compensation for use and occupation

In light of the foregoing, I am satisfied an eviction order is justified in this instance, as is an order requiring the respondents to compensate the applicant for each day they remain in the rental premises after July 31, 2014.

Outstanding security deposit and proof of renters insurance

As the tenancy has been terminated, the issue of the outstanding security deposit and proof of renters insurance are mute points. I will note for the record, however, that: section 14(2) of the Act specifies the tenants' obligation to pay any security deposit within three months of the commencement of the tenancy; section 6 of the tenancy agreement specifies the final payment towards the rental arrears was due April 1, 2014; and section 9(d) of the tenancy agreement requires the tenants to provide the landlord with proof of renters insurance for the rental premises. None of these three obligations were met in this instance.

An order will issue requiring Ms. Julie Anne Thrasher and Ms. Carmen Thrasher to pay rental arrears in the amount of \$2,920, terminating the tenancy agreement July 31, 2014, evicting the respondents from the rental premises August 1, 2014, or as soon thereafter as is practicable, and requiring Ms. Julie Anne Thrasher and Ms. Carmen Thrasher to compensate the applicant for use and occupation of the rental premises for each day they remain in the rental premises after July 31, 2014, at a rate of \$72.33 per day. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's termination of lease agreement at 203-111 Moyle Dr. Yellowknife NT correspondence to respondent dated June 27, 2014
- Exhibit 2: Applicant's intoxicated people trying to gain access to condo building – 22 Jun 14 correspondence to respondent dated June 23, 2014
- Exhibit 3: Applicant's intoxicated people trying to gain access to condo building - 18 Jun 14 correspondence to respondent dated June 19, 2014
- Exhibit 4: Applicant's late rent and outstanding rent - June 2014 correspondence to respondent dated June 19, 2014
- Exhibit 5: Applicant's late rent and damage deposit payment - May 2014 correspondence to respondent dated May 16, 2014
- Exhibit 6: Applicant's late rent and damage deposit payment - May 2014 correspondence to respondent dated May 10, 2014
- Exhibit 7: Tenancy agreement signed February 5, 2014
- Exhibit 8: Transaction report updated July 16, 2014
- Exhibit 9: Rent ledger updated July 16, 2014
- Exhibit 10: Three e-mail communications from Bryan Manson to Julie Anne Thrasher dated April 9, May 10, and May 13, 2014
- Exhibit 11: Handwritten correspondence from Julie Thrasher to Bryan Manson dated May 16, 2014
- Exhibit 12: Three e-mail communications from Julie Thrasher to Bryan Manson dated May 17, May 18, and May 20, 2014
- Exhibit 13: Deposit receipt dated June 9, 2014, for \$400
- Exhibit 14: E-mail conversation between Julie Thrasher and Bryan Hansen dated from June 6 to June 10, 2014
- Exhibit 15: Two e-mails from Bryan Thrasher to Julie Ann Thrasher dated June 14 and June 10, 2014
- Exhibit 16: Interac e-transfer and cancellation of the Interac e-transfer from Julie Thrasher to Bryan Manson dated June 14 and 15, 2014
- Exhibit 17: Two e-mails between Bryan Manson and Julie Thrasher dated June 26 and June 30, 2014
- Exhibit 18: Applicant's outstanding rent and damage deposit as of 7 July 2014 correspondence to respondent dated July 7, 2014