

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **ALVIN TIMOTHY SILASTIAK**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALVIN TIMOTHY SILASTIAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
December, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **ALVIN TIMOTHY SILASTIAK**, 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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ALVIN TIMOTHY SILASTIAK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 13, 2014
<u>Place of the Hearing:</u>	Tuktoyaktuk, NT via teleconference
<u>Appearances at Hearing:</u>	Lucille Pokiak, representing the applicant Alvin Timothy Silastiak, respondent
<u>Date of Decision:</u>	November 13, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by breaching a house rule which prohibits alcohol or the drinking of alcohol in the residential complex. The applicant stated that since the application was filed, the rent has been paid in full. The applicant sought an order terminating the tenancy agreement for breach of the rule although the application was made pursuant to sections 43 and 41 which deal with disturbance and non-payment of rent.

The applicant stated that the rental premises were located in the Kiglavik House, a residential complex for seniors. The applicant stated that a rule had been established that there was to be no alcohol permitted or consumed in the residential complex. She stated that the rule was in writing and was posted in the residential complex. The applicant submitted that the respondent had breached the rule but provided little detail concerning the incident. She stated that she had no direct knowledge of the alleged incident.

The respondent acknowledged that the rule was in writing and had been made known to the residents. He denied that he had brought or consumed alcohol in the residential complex. The respondent stated that he had been drinking with friends outside during the music festival and acknowledged being quite inebriated. He stated that although he did not clearly remember being brought home, his friends did bring him into the residential complex where he passed out. He stated that he spent the night in custody of the RCMP. There is no evidence that any charges were laid.

The respondent stated that the caretaker of the residential complex had probably assumed that he had been drinking in the building but stated that he abides by the rule set out by the landlord.

There is no evidence to suggest that any tenants were disturbed by the respondent or that the respondent was drinking in the residential complex. It's not unusual that he would be brought home by friends if he was in an inebriated state. Where else would his friends take him? I find no evidence to support that the established rule was breached.

Reviewing the tenant ledger, provided in evidence by the applicant, I find that the rent has not been paid on time on several occasions. The rent has not been seriously in arrears, however, and the occasional lateness does not, in my opinion, justify the termination of the tenancy agreement.

An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer