

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Sam Beaulieu and Marlena Tsetso**, 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 town of Hay River in the Northwest Territories**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

SAM BEAULIEU and MARLENA TSETSO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(b) and 67(4) of the *Residential Tenancies Act*, the respondents must compensate the applicant for use and occupation of the rental premises known as 1C Park Place in Hay River, Northwest Territories, in the amount of \$1,610.00 (one thousand six hundred ten dollars) and the amount of \$53.42 (fifty-three-dollars forty-two cents) for each day they remain in the rental premises after July 31, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 10th day of July 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Sam Beaulieu and Marlena Tsetso**, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

SAM BEAULIEU and MARLENA TSETSO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 8, 2015
<u>Place of the Hearing:</u>	Hay River, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Adam Swanson, representing the applicant
<u>Date of Decision:</u>	July 8, 2015

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority as the applicant/landlord against Sam Beaulieu and Marlena Tsetso as the respondents/tenants was filed by the Rental Office May 19, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 1C Park Place in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondents May 27, 2015.

The applicant alleged the respondents had failed to comply with a rental officer order to pay their future rent on time, have repeatedly failed to report their total household income as required, had repeatedly caused unreasonable disturbances to the quiet enjoyment of the residential complex for other tenants, and had accumulated rental arrears. An order was sought for payment of rental arrears and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 8, 2015, in Hay River, Northwest Territories. Mr. Adam Swanson appeared representing the applicant. Mr. Sam Beaulieu and Ms. Marlena Tsetso were sent notices of attendance by registered mail deemed served June 22, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Mr. Beaulieu nor Ms. Tsetso appeared at hearing, nor did anyone appear to represent them. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Mr. Swanson testified to and provided evidence that the respondents have been tenants in subsidized public housing since May 1, 2012, occupying the rental premises known as 1C Park Place in Hay River, Northwest Territories. Statements of account and customer aged details provided into evidence show a repeated pattern throughout the tenancy of failing to pay the full amount of rent when it is due. As of yesterday, July 7, 2015, Mr. Beaulieu paid his rental arrears up to and including for June, and \$15 towards charges for July.

Mr. Swanson's testimony, the statements, and notices to the respondents establish a repeated pattern of failing to report household income as required under section 6 of the subsidized public housing tenancy agreement. Mr. Swanson confirmed that the household income reports are required to be made on a monthly basis. The household income has not been reported for the month of June, as such the rent for July has been charged at the maximum monthly amount of \$1,625.

Between April 29 and June 29, 2015, there have been at least eight complaints received by the applicant against the respondents; between May 2012 and April 2015 seven complaints were received. All of the complaints have been about the respondents and/or their guests partying and disturbing the quiet enjoyment of the residential complex for the other tenants, and about the respondents permitting unauthorized persons to reside with them. The number of disturbing incidents has escalated over recent months. Notices have been given to the respondents in all instances regarding the matters.

On November 20, 2014, a rental officer order was issued directing the respondents to pay rental arrears of \$1,472.98, to pay their future rent on time, and terminating their tenancy December 31, 2014, unless the rental arrears were paid in full. By January 5, 2015, the rental arrears had not been paid in full and the applicant had sent in an application to a rental officer requesting an eviction order. On January 8, 2015, the respondents had paid their arrears in full and the applicant agreed to withdraw the application; it was returned by the Rental Office to the applicant unfiled. Mr. Swanson testified that he had spoken with Ms. Tsetso repeatedly to emphasize the respondents' obligations and that should they fail to comply with those obligations no further 'chances' would be given to them. The respondents again began failing to report their household income on time and failing to pay their rent on time immediately in January 2015. As a consequence, on May 13, 2015, the applicant served the respondents with notice terminating their tenancy on June 30, 2015, pursuant to section 51(5) of the Act. The respondents remain in occupancy of the rental premises to date.

Tenancy agreement

The residential tenancy agreements entered into evidence establish a subsidized public housing tenancy agreement between the parties for the rental premises identified as 1C Park Place in Hay River, Northwest Territories, commencing May 1, 2012. The tenancy agreement was for a fixed-term from May 1, 2012, to December 31, 2013, after which it was automatically renewed as a monthly tenancy pursuant to section 49(1) of the Act. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Rental arrears, termination, and compensation for use and occupation

The statements of account and customer aged details provided into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. I am satisfied these documents accurately reflect the current status of the respondents' rent account.

Section 51(5) of the Act permits a subsidized public housing landlord to terminate a tenancy by giving at least 30 days' written notice to the tenant to terminate the tenancy on the last day of a period of the tenancy. Section 55(3) of the Act specifies the required contents of a landlord's notice to terminate a tenancy. The notice dated May 13, 2015, to terminate the tenancy agreement June 30, 2015, complies with the requirements of section 55(3) of the Act and is made in accordance with section 51(5) of the Act. I find the tenancy agreement has been terminated in accordance with the Act effective June 30, 2015.

Section 67(1) of the Act specifies that a landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated. Section 67(2) of the Act specifies that acceptance of rent or compensation does not reinstate the tenancy or create a new tenancy unless the parties so agree. Mr. Swanson agreed that the tenancy ended June 30, 2015, and has not been reinstated. I have found the tenancy ended June 30, 2015. I have heard that the respondents remain in occupancy of the rental premises to date. I find the applicant is entitled to compensation for use and occupation of the rental premises by the respondents.

The amount of rent charged for the month of July of \$1,625 is the maximum monthly rent set out for the rental premises. The tenancy having been terminated in accordance with the Act effectively makes the respondents ineligible for a rent subsidy. Acknowledging the payment of \$15 against the July rent, I find the respondent has overholding rental arrears in the amount of \$1,610.

Eviction and further compensation for use and occupation

Section 63(4) of the Act authorizes a rental officer who determines that a tenancy has been terminated in accordance with the Act and that an eviction is justified may make an order evicting the tenant and requiring the tenant to compensate the landlord for use and occupation of the rental premises.

I have found that the tenancy has been terminated in accordance with the Act as of June 30, 2015. I have heard that the respondents have not vacated the rental premises to date. I have heard evidence to substantiate finding that the respondents have repeatedly caused unreasonable disturbances to the quiet enjoyment of the rental premises for other tenants, that the respondents have been repeatedly late paying the full amount of their rent on time, and that the respondents have repeatedly failed to comply with their obligation to report household income as required. I find eviction of the respondents from the rental premises justified.

An order will issue requiring the respondents to compensate the applicant for use and occupation of the rental premises in the amounts of \$1,610 and in the amount of \$53.42 for each day they remain in the rental premises after July 31, 2015, and evicting the respondents from the rental premises on July 31, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's statement of facts dated May 13, 2015
- Exhibit 2: Residential tenancy agreements dated May 10, 2012
- Exhibit 3: Applicant's correspondence to NWT Rental Office dated January 8, 2015
- Exhibit 4: Rental Officer order #10-14307 dated November 21, 2014
- Exhibit 5: Statements of account dated: May 12, 2015; April 23, 2015; February 10, 2015; January 12, 2015; December 9, 2014; November 24, 2014; May 12, 2015
- Exhibit 6: Applicant's correspondences to respondents dated: April 29, 2015; April 13, 2015; March 24, 2015; March 12, 2015; February 23, 2015; January 8, 2015; January 6, 2015; December 24, 2014
- Exhibit 7: Applicant's notes to file dated: April 29, 2015; December 31, 2014
- Exhibit 8: Customer aged detail as at May 12, 2015
- Exhibit 9: Applicant's notice of termination of tenancy correspondence to respondents dated May 13, 2015
- Exhibit 10: Applicant's correspondence to NWT Rental Office dated June 16, 2014
- Exhibit 11: Applicant's correspondences to respondents dated: June 16, 2015; June 1, 2015; May 25, 2015; April 29, 2015; September 16, 2014; September 29, 2013; September 26, 2013; August 20, 2013; May 8, 2013; August 7, 2012
- Exhibit 12: Applicant's notes to file dated June 16, 2015; June 1, 2015; May 25, 2015; April 29, 2015; September 16, 2014; September 30, 2013; September 26, 2013; August 19, 2013; July 2013; May 8, 2013
- Exhibit 13: Email from Michelle Schaub to Willa-Jean Conroy dated August 7, 2012
- Exhibit 14: Set of four photographs
- Exhibit 15: Statements of account dated: July 6, 2015; June 10, 2015; May 25, 2015
- Exhibit 16: Customer aged detail as at July 6, 2015
- Exhibit 17: Applicant's correspondences to respondents dated: June 29, 2015; June 29, 2015; June 23, 2015; June 16, 2015; June 1, 2015; May 25, 2015
- Exhibit 18: Applicant's notes to file dated: June 29, 2015; June 29, 2015; June 16, 2015; June 1, 2015; May 25, 2015; May 25, 2015
- Exhibit 19: Rental officer order number 10-14307 with applicant's notes dated January 5 and January 8, 2015