

IN THE MATTER between **NTHC**, Applicant, and **WP**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**WP**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 13, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CS, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 13, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against WP as the respondent/tenant was filed by the Rental Office September 26, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for October 26, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had repeatedly caused disturbances. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 13, 2016, in Fort Smith. The rental officer appeared by telephone. Mr. CS appeared representing the applicant. Mr. WP was sent notice of the hearing by registered mail deemed served November 29, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 3, 2012. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Disturbances and termination of the tenancy agreement*

The applicant's representative testified and evidence was presented establishing a repeated pattern of disturbances occurring since May 2016 caused by the respondent and/or persons the respondent has permitted into the rental premises and residential complex. The disturbances have occurred during all hours and include public intoxication, excessive noise, fights, and knocking on random doors. Repeated warning notices to the respondent have not resolved the issue. I am satisfied the respondent is responsible for causing disturbances in the rental premises and residential complex.

Due to the repeated disturbances, the applicant gave notice to the respondent on August 24, 2016, terminating the tenancy agreement effective September 30, 2016, pursuant to section 51(5) of the Act. The respondent appealed the termination notice at two levels; both appeals were denied and the termination of the tenancy was upheld. I am satisfied the tenancy agreement was terminated September 30, 2016, in accordance with the Act.

*Overholding rental arrears and eviction*

Upon termination of the tenancy agreement, the respondent was no longer eligible for rent subsidies. The respondent remains in occupancy of the rental premises to date. The applicant applied the maximum monthly rent of \$1,625 for the months of October, November, and December. In consideration of the time required for the appeals' processes, the applicant agreed to calculate subsidies prorated to the date of the latest appeal denial, that being November 14, 2016. The subsidized rent for October was calculated to \$80; the subsidized rent for November was calculated to \$852.50. The last payment the respondent made against his rent account was recorded November 28, 2016, in the amount of \$80.

I am satisfied the respondent remains in occupancy of the rental premises as an overholding tenant. I am satisfied the respondent has not paid the full amount of overholding rent payable. I find the respondent has accumulated overholding rental arrears in the amount of \$2,457.50. I am satisfied an eviction order is justified under the circumstances.

*Orders*

An order will issue: requiring the respondent to pay overholding rental arrears in the amount of \$2,457.50; evicting the respondent from the rental premises January 1, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day he remains in the rental premises after December 31, 2016.

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Adelle Guigon  
Rental Officer