

IN THE MATTER between **I.H.**, Applicant, and **M.I.**, 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:

I.H.

Applicant/Landlord

-and-

M.I.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2018

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: R.V., representing the applicant
D.D., representing the applicant

Date of Decision: May 12, 2018

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance and a filed application on March 9, 2018 but failed to appear at the hearing. The hearing was held in her absence.

The premises are subsidized public housing. The tenancy agreement between the parties was made for a one month term ending on December 31, 2017. The applicant notified the respondent in writing on November 28, 2017 that the tenancy would not be renewed due to disturbances. Therefore the tenancy agreement was terminated on December 31, 2017 pursuant to section 51(4) of the *Residential Tenancies Act*.

51.(4) Notwithstanding subsection (3), where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement, it terminates on the specified date.

The respondent failed to vacate the premises and remains in possession.

The applicant alleged that the respondent had failed to pay the full amount of the rent, failed to repair damages to the rental premises caused by her negligence and repeatedly disturbed other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the rent arrears, compensation for use and occupation of the premises after December 31, 2017, costs to repair damages to the premises caused by the respondent and an eviction order.

Rent Arrears

The respondent provided a copy of the tenant ledger which indicated a balance of \$11,100.34. Of that amount \$80 represents arrears of rent. I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$80.

Compensation for Use and Occupation

The tenancy agreement was terminated in accordance with the Act on December 31, 2017. The respondent has remained in possession since that time. The respondent is not entitled to a subsidized rent after December 31, 2017. It is reasonable to apply the full unsubsidized rent amount on a *per diem* basis as compensation for her use and occupation of the premises after the termination of the agreement. The tenancy agreement sets out an unsubsidized rent for the premises as \$1625. I find reasonable compensation to be \$6980.78 to May 9, 2018 plus an additional \$53.42/day for each day thereafter that the respondent remains in possession.

Repair Costs

The following charges for repairs totalling \$2895.34 remain outstanding on the tenant ledger:

Two lock changes were completed at the request of the tenant. A balance of \$204.61 is outstanding.

The maintenance staff were called out once to unlock the door to the premises and a call-out fee of \$115.50 was charged.

The tenant was charged \$231 for unplugging a toilet.

The furnace was damaged by the tenant causing loss of heat and a call out fee of \$704.55 was charged to repair the furnace and restore heat to the premises.

Repairs to the plumbing due to freezing were charged at a cost of \$1639.68.

I find that the repairs were made necessary due to the tenant's negligence and find the costs reasonable.

Section 63(4) of the *Residential Tenancies Act* sets out the criteria for the issuance of an eviction order.

63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order

(a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and

(b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.

As stated previously, the tenancy agreement was terminated in accordance with the Act. It must also be determined that the eviction is justified. The respondent has repeatedly created disturbances since February, 2017. She has been given written warnings and termination notices. The landlord has a multi level appeal process and several previous termination notices have been appealed and rescinded based on the respondent's pledge to cease the parties, noise and fighting. The disturbances have continued. It does not appear that there are any alternatives to eviction in order to provide the respondent's neighbours peace and quiet. In my opinion, the eviction is justified.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$80, repair costs of \$2895.34 and compensation for use and occupation of the rental premises of \$6980.78 plus \$53.42 for each day after May 9, 2018 that the respondent remains in possession of the rental premises.

An eviction order to be effective on May 31, 2018 shall also be issued.

Hal Logsdon
Rental Officer