

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
BRIAN MENACHO, 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,
regarding the rental premises at **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

BRIAN MENACHO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eighteen thousand six hundred fifty dollars (\$18,650.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0080, Tulita, NT shall be terminated on April 30, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
BRIAN MENACHO, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

BRIAN MENACHO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2010

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: April 9, 2010

REASONS FOR DECISION

This matter was scheduled for hearing on two previous occasions but was not heard because it could not be confirmed that the *Notice of Attendance*, sent by registered mail, had been received by the respondent. On both occasions, however, it was later confirmed that the respondent picked up the notices, after the scheduled date of the hearing. On neither occasion did the respondent contact the rental officer to seek information on the matter. When the matter scheduled for the third time on April 9, 2010 the *Notice of Attendance* was again sent to the respondent by registered mail. Canada Post confirmed that the respondent was provided with a notice to pick up the registered mail item on March 23, 2010 but could not confirm that it had been picked up by the respondent before the date of the hearing. The respondent did not appear at the hearing and the matter was heard in his absence.

It is clear that the respondent's mailing address is correct. The applicant confirmed that the respondent was still in possession of the premises. One would assume that after receiving the *Application to a Rental Officer* and two *Notices of Attendance*, the respondent would have contacted the rental office to inquire about the matter. In my opinion, it is not unreasonable to use the deeming provision contained in section 71 of the *Residential Tenancies Act* and hear this matter in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$17,347. The full unsubsidized rent of \$1303 had been applied in November and December, 2009 and January, February and March, 2010. A letter from the subsidy agent dated April 8, 2010 stated that the respondent had failed to provide any income information on which to calculate a subsidized rent for all months from November, 2009 to present.

The ledger indicates that the last payment of rent was made by the respondent on September 21, 2009 and that only three payments of \$32 had been made in the past nineteen months.

I find the application of the full unsubsidized rent to be reasonable. Including the April, 2010 rent which is not yet posted to the ledger but has come due, I find rent arrears of \$18,650 calculated as follows:

Balance as per ledger	\$17,347
April, 2010 rent	<u>1303</u>
Total	\$18,650

In my opinion there are sufficient grounds to terminate this tenancy agreement. The respondent is making little or no effort to pay rent and is now also in breach of his obligation to report the household income. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$18,650 and terminating the tenancy agreement on April 30, 2010.

Hal Logsdon
Rental Officer