

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **DARIN MCKAY AND PATRICIA MANDEVILLE**, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

DARIN MCKAY AND PATRICIA MANDEVILLE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of thirty two thousand six hundred sixty dollars (\$32,660.00).
2. Pursuant to section 28(b) of the *Residential; Tenancies Act*, the respondents shall pay compensation to the applicant for repeatedly interfering with the applicant's lawful right to enter the rental premises in the amount of three thousand five hundred dollars (\$3500.00).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement

between the parties for the premises known as Unit #0001, Lot 19-61, Fort Resolution,
NT shall be terminated on December 31, 2010 and the respondents shall vacate the
premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
November, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **DARIN MCKAY AND PATRICIA MANDEVILLE**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

DARIN MCKAY AND PATRICIA MANDEVILLE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 30, 2010

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Yvonne Burke, representing the applicant

Date of Decision: November 30, 2010

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant also alleged that the respondents had repeatedly interfered with contractors who were renovating the premises by prohibiting them from entering the premises to undertake the work. The applicant sought compensation reflecting the additional costs incurred by these delays. The premises are subsidized public housing.

The applicant provided copies of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$35,880. The applicant stated that all of the rent had been assessed based on the respondents' reported household income. The applicant also stated that an agreement had been made between the parties to pay the rent arrears in monthly installments but that agreement had been breached. The ledger indicates that only one payment of \$125 has been made in the past four years.

Two previous orders (file #10-5625, filed on January 14, 1999 and file #10-7940, filed on September 8, 2004) required the respondents to pay rent arrears. Applying payments to the oldest

debt, I find that the earlier order has been satisfied but the last order has an unsatisfied amount of \$3220. I calculate that amount as follows:

#10-5625	\$1271
#10-7940	<u>3436</u>
Total	\$4707
Amounts paid	<u>(1487)</u>
Unsatisfied amount	\$3220

The applicant stated that they had engaged a contractor to install new windows, doors and siding in the premises. A notice was served on the respondents setting out the date and times that the contractor would require access to the premises to undertake the work. The applicant testified that the respondents had repeatedly blocked access to the premises, causing the contractor delays. The applicant stated that it now appeared that the work could not be completed because of the respondents' refusal to grant access to the premises. The contractor has billed the applicant an additional \$3500 because of the delays caused by the respondents. The landlord's notice to enter and the invoice showing the extra amount was provided in evidence.

Section 27 of the *Residential Tenancies Act* sets out when a landlord has the right to enter rental premises. One of these reasons is to perform the landlord's obligations under the Act which include conducting necessary repairs and maintenance. The landlord is obligated to give written notice before the time of entry. I find the landlord's notice to be in accordance with the Act and find no written objection from the tenants to the hours of entry proposed in that notice. I find the respondents in breach of their obligation to permit entry and find the additional costs of \$3500 incurred by the applicant to be the direct result of that breach.

Taking into account the unsatisfied portion of the previous order, an order shall issue requiring the respondents to pay rent arrears of \$32,660 and compensation for impeding the landlord's right of entry in the amount of \$3500. In my opinion there are sufficient grounds to terminate the tenancy agreement. Clearly, the respondents have little or no intention of paying the rent. The tenancy agreement shall be terminated on December 31, 2010 and the respondents ordered to vacate the premises on that date.

Hal Logsdon
Rental Officer