

IN THE MATTER between **ANDRE OUELLET**, Applicant, and **RICHARD FIRTH**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

ANDRE OUELLET

Applicant/Landlord

- and -

RICHARD FIRTH

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 and water costs paid on his behalf in the amount of eight thousand nine hundred twenty three dollars and eighty four cents (\$8923.84).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 22 Alder Drive, Inuvik, NT shall be terminated on March 25, 2011 and the respondent shall vacate the premises on that date.
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act* the respondent shall pay the applicant compensation for use and occupation of the premises for each day the

respondent remains in possession of the premises after March 25, 2011

- a) in the amount of sixty two dollars and ninety cents (\$62.90) for each day in March, 2011 and,
- b) in the amount of sixty five dollars (\$65.00) for each day in April, 2011.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **ANDRE OUELLET**, Applicant, and **RICHARD FIRTH**, 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:

ANDRE OUELLET

Applicant/Landlord

-and-

RICHARD FIRTH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 10, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Andre Ouellet, applicant

Date of Decision: March 10, 2011

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt. The rental officer attempted to contact the respondent by telephone with no success. The applicant stated that a copy of his notice had been given to the respondent prior to the hearing and the respondent stated that he might or might not appear. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion, the respondent had an adequate opportunity to appear at the hearing and it is not unreasonable to deem the notice served. I note that the respondent did appear after the hearing was concluded.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for water during the term of the agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, compensation for water costs which had been paid on his behalf, terminating the tenancy agreement and evicting the respondent.

The applicant provided an accounting of the rent, water costs and rent payments in evidence. The statement indicated rent arrears of \$6870 and water costs paid on behalf of the respondent in the amount of \$414.84. The applicant stated that since the statement was prepared, an additional charge for water had been received in the amount of \$66 and the March rent of \$1950 had come due.

The tenancy agreement between the parties obligates the respondent to pay for water directly to

the supplier during the term of the agreement. The applicant stated that the respondent had not established an account for water. Copies of the water bills, submitted in evidence by the applicant, indicated that they have been paid by the landlord. The statement indicates that no rent has been paid since November 20, 2010.

I find the statement in order and find the respondent in breach of his obligation to pay rent and water costs. In my opinion, there are sufficient grounds to terminate the tenancy agreement. It appears clear that the respondent has little or no intention of meeting his obligations to pay for water or to pay rent.

An order shall issue terminating the tenancy agreement on March 25, 2011. Calculating the rent to that day, I find rent arrears of \$8443 and water costs of \$480.84 calculated as follows:

Rent to February 28/11	\$6870.00
Rent - March 1-25	<u>1573.00</u>
Total rent arrears	\$8443.00
Water costs	<u>480.84</u>
Total	\$8923.84

The respondent is also ordered to pay the applicant compensation for use and occupation of the rental premises, should he fail to vacate the premises on March 25, 2011. That compensation shall be \$62.90 for each day in March, 2011 after the termination date and \$65.00 for each day in April, 2011 after the termination date. An eviction order shall be issued separately.

Hal Logsdon
Rental Officer