

IN THE MATTER between **LAC LA MARTRE HOUSING**, Applicant, and **THOMAS NITSIZA**, 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 **WHATI, NT**.

BETWEEN:

**LAC LA MARTRE HOUSING**

Applicant/Landlord

- and -

**THOMAS NITSIZA**

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 fifteen thousand nine hundred forty dollars (\$15,940.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 826A, Whati, NT shall be terminated on September 15, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **LAC LA MARTRE HOUSING**, Applicant, and **THOMAS NITSIZA**, 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:

**LAC LA MARTRE HOUSING**

Applicant/Landlord

-and-

**THOMAS NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 13, 2011

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Penelope Kocik, representing the applicant  
Stacy Moser, representing the applicant  
Thomas Nitsiza, respondent

**Date of Decision:** August 23, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, disturbing other tenants in the residential complex, and conducting illegal activities on the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the tenant. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at June 1, 2011 in the amount of \$14,957. The applicant testified that since that date the July, 2011 rent of \$983 had come due and no payments had been received bringing the balance owing to \$15,940.

The applicant provided a memo from an RCMP officer in Whiti stating that the RCMP had received 35 complaints concerning the premises since December, 2006. Among the complaints were "loud parties, mischief, break and enters, assaults and various drug related offenses". The officer also notes that "an adult male...found in this unit" was charged with possession of cannabis. The applicant also provided a letter from another tenant in the residential complex complaining of noise and drug use in the respondent's premises.

The respondent did not dispute the rent arrears but stated that the disturbances were not caused by him or persons he permitted in the premises. The respondent testified that the door to the

premises was not secure and persons entered the house when he was not at home and had loud parties. He stated that he had reported the problem to the person who does repairs on behalf of the applicant but nothing had been done. The respondent stated that he spent much of his time staying with his mother and when he did come home to find persons in his house he called the police.

In my opinion, the evidence provided by the applicant regarding the allegations of disturbance does not adequately establish that the disturbances were caused by the respondent or persons he permitted on the premises. Both the police report and the complaint from the other tenant establish that there are disturbances but given the respondent's testimony it is not unreasonable to assume that others who are not invited guests of the respondent are the source of the problems. Clearly the police view these premises as problematic but the report fails to name the respondent or establish the source of the disturbances.

In the matter of rent, however, the respondent is seriously in arrears, has failed to report his household income and shows little or no inclination to fulfill those obligations. The last payment of rent made by the respondent was over two years ago and he has failed to report any income to the landlord, resulting in the application of the full unsubsidized rent since June, 2010. In my opinion, there are adequate grounds to terminate the tenancy agreement for these reasons alone.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$15,940 calculated as follows:

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Balance at June 30/11 as per statement	\$14,957
July, 2011 rent	<u>983</u>
Total	\$15,940

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$15,940 and terminating the tenancy agreement on September 15, 2011. An eviction order to be effective on September 16, 2011 shall be issued separately.

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Hal Logsdon  
Rental Officer