

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 Darin McKay and Patricia Mandeville shall pay the applicant rent arrears in the amount of four hundred twenty four dollars (\$424.00).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents Darin McKay and Patricia Mandeville shall pay the applicant compensation for use and occupation of the rental premises after the tenancy agreement was terminated in the amount of two thousand six hundred eighty six dollars (\$2686.00).
3. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Darin

McKay shall pay the applicant rent arrears in the amount of four thousand five hundred thirty three dollars (\$4533.00).

4. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the applicant and Darin McKay for the premises known as Unit #0001, Lot 19-61, Fort Resolution, NT shall be terminated on October 14, 2011 and the respondent and all occupants of the premises shall vacate the premises on that date.
5. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent Darin McKay shall pay the applicant
 - a) compensation of fifty three dollars and seventy one cents (\$53.17) for use and occupation of the rental premises for each day in October following October 14, 2011 that the respondent remains in possession of the premises and,
 - b) compensation of fifty five dollars and fifty cents (\$55.50) for use and occupation of the rental premises for each day in November, 2011 that the respondent remains in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of September, 2011.

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: September 28, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Yvonne Burke, representing the applicant

Date of Decision: September 29, 2011

REASONS FOR DECISION

The respondents were personally served with Notices of Attendance but failed to attend the hearing. The hearing was held in their absence.

A tenancy agreement between the parties was terminated by order on December 31, 2010 (file #10-11676, filed on November 30, 2010). That order also required the respondents to pay rent arrears which had accumulated to November 30, 2010.

The applicant entered into another tenancy agreement for the premises commencing on April 1, 2011 with Mr. McKay as sole tenant. The applicant alleged that the respondents breached both tenancy agreements by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, compensation for use and occupation of the former rental premises after that tenancy agreement was terminated, termination of the current tenancy and eviction. The premises are subsidized public housing.

The previous tenancy agreement between the applicant and the respondents as joint tenants

The previous order (file #10-11676, filed on November 30, 2010) found rent arrears to November 30, 2010. The only additional rent arrears that accrued under this agreement was the December, 2010 rent of \$424. I find rent arrears of \$424.

The respondents remained in possession of the premises in January, February and March, 2011.

The applicant continued to charge a monthly rent based on income rather than charge the full unsubsidized rent. The amounts charged are as follows:

January/11	\$1208
February/11	1003
March/11	<u>475</u>
Total	\$2686

I find compensation for lost rent to be \$2686.

The current tenancy agreement between the applicant and Darin McKay as sole tenant

The respondent Darin McKay has been charged the following monthly rents since that tenancy agreement commenced on April 1, 2011:

April/11	\$766
May/11	776
June/11	376
July/11	1163
August/11	670
September/11	<u>782</u>
Total	\$4533

I find rent arrears for this tenancy agreement to be \$4533.

In my opinion there are sufficient grounds to terminate the current tenancy agreement. Mr.

McKay has paid no rent whatsoever since the current tenancy agreement commenced in April, 2011.

An order shall issue requiring the parties to pay the respective rent arrears and compensation for lost rent as shown above. The current tenancy agreement shall be terminated on October 14,

2011. An eviction order to be effective on October 15, 2011 shall issue separately. As well, should Mr. McKay and the current occupants fail to vacate the premises on October 14, 2011 Mr. McKay is ordered to pay compensation of \$53.71 for each additional day in October, 2011 and \$55.50 for each additional day in November, 2011 that he remains in possession.

Hal Logsdon
Rental Officer