

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **FRANK SMITH**, Respondent;

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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

FRANK SMITH

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of seventy seven dollars and seventy one cents (\$77.71).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises after the termination of the tenancy agreement in the amount of two thousand one hundred seventy four dollars and twenty cents (\$2174.20) plus,
 - a) fifty one dollars and seventy seven cents (\$51.77) for each day in June, 2012 after June 12, 2012 that the respondent remains in possession of the premises

and,

- b) fifty dollars and ten cents (\$50.10) for each day in July, 2012 that the respondent remains in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **FRANK SMITH**, 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:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRANK SMITH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: June 12, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant testified that the respondent was personally served with a notice of termination on March 23, 2012 terminating the tenancy agreement on April 24, 2012 which was the last day of the term. The applicant stated that the respondent failed to give up possession. The applicant also alleged that the respondent had damaged the premises making repairs to the premises necessary and had repeatedly disturbed other tenants in the residential complex. The applicant sought an eviction order, an order for compensation for use and occupation and an order requiring the respondent to pay the repair costs. The premises are subsidized public housing.

The applicant provided a copy of the tenancy agreement, the notice of termination, work orders, invoices, the tenant ledger and written complaints in evidence.

The other tenant in duplex has complained in writing about disturbance on three occasions since October, 2011 when the respondent moved into the complex. The latest complaint was in April, 2012.

The work orders represent call-out charges when there was smoke in the building caused by burning food in the respondent's oven and repairs to the front door. I find the costs reasonable

and the work made necessary due to the negligence of the respondent. I find the outstanding balance of repair costs to be \$77.71 calculated as follows:

Balance of work order #60	\$16.20
Work order #313	<u>61.51</u>
Total repair costs	\$77.71

I find the notice of termination to be in order. Therefore the tenancy agreement was terminated on April 24, 2012. The subsidized rent was charged to April 30, 2012. I find compensation for use and occupation of the premises from May 1, 2012 to the date of the hearing to be \$2174.20 calculated as follows:

Compensation May 1-31 @\$1553/month	\$1553.00
Compensation June 1-12 @ \$1553/month	<u>621.20</u>
Total	\$2174.20

The respondent shall continue to pay compensation of \$51.77/day for the remaining days that he remains in possession in June and \$50.10/day for any days in July that he remains in possession.

An eviction order to be effective on June 22, 2012 shall be issued separately.

Hal Logsdon
Rental Officer