

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **LUCY ANN THRASHER**, 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 **INUVIK, NT**.

BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

- and -

**LUCY ANN THRASHER**

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 one thousand eight hundred twenty two dollars (\$1822.00).
2. Pursuant to sections 41(4)(c), 43(3)(d) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as SY1201, 8 Centennial Street, Inuvik, NT shall be terminated on May 27, 2013 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 rental premises in the amount of \$29.033 for each day the respondent remains in possession of the premises in June, 2013.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of May, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **LUCY ANN THRASHER**, 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:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

-and-

**LUCY ANN THRASHER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 14, 2013

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Diana Tingmiak, representing the applicant

**Date of Decision:** May 14, 2013

### **REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order terminating the tenancy agreement and evicting the respondent and requiring the respondent to pay compensation for use and occupation of the rental premises. The premises are subsidized public housing.

The applicant stated that the respondent had been sent two notices for disturbing other tenants in the residential complex. Copies of the notices were provided in evidence. On December 21, 2012 the respondent was served with a notice of termination to be effective on January 31, 2013. The respondent appealed to the Board of Directors who rescinded the notice on the condition that no further disturbances occurred.

The applicant stated that another disturbance occurred on January 30, 2013 and another notice of termination was served on the respondent on January 31, 2013 for April 1, 2013. The applicant outlined additional disturbances in February, April and May, 2013. The respondent remains in possession of the premises.

Section 51(5) of the *Residential Tenancies Act* sets out provisions whereby a landlord of subsidized public housing may terminate a monthly tenancy agreement by notice.

**51(5) Where a tenancy agreement for subsidized public housing is renewed as a monthly tenancy under subsection 49(1), a landlord may terminate the tenancy on the last day of a period of the tenancy, by giving the tenant a notice of termination not later than 30 days before that day.**

April 1 is clearly not the last day of a rent period. The tenancy agreement between the parties is monthly. Therefore the January 31, 2013 termination notice is not effective in terminating the tenancy agreement.

The applicant provided a statement of account in evidence which indicated a balance owing of \$3330. The applicant assessed the April and May rents at \$1625 stating that the respondent failed to provide any income information to enable the calculation of a subsidized rent. However the full unsubsidized rent as stated in Schedule A of the tenancy agreement is only \$871. I find the application of the full unsubsidized rent of \$871 to be reasonable and find rent arrears of \$1822 calculated as follows:

March/2013 rent	\$80
April/2013 rent	871
May/2013 rent	<u>871</u>
Total	\$1822

Taking into consideration the repeated disturbances, the respondent's failure to pay rent or report the household income, it is my opinion that the applicant has sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$1822 and terminating the tenancy agreement on May 27, 2013. The order shall also require the respondent to pay the applicant \$29.033 for each day the respondent remains in possession of the premises in June, 2013.

An eviction order to be effective on May 28, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer