

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Dean Bradbury**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **Town of Hay River in the Northwest Territories**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DEAN BRADBURY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent/tenant must pay to the applicant/landlord rental arrears in the amount of \$5,485.00 (five thousand four hundred eighty-five dollars).
2. Pursuant to sections 41(4)(c) and 54(4)(g) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as Apartment 110, 46 Woodland Drive, in Hay River, Northwest Territories, is terminated on November 15, 2013, and the respondent/tenant must vacate the rental premises on or before that date.

DATED at the City of Yellowknife in the Northwest Territories this 5th day of November 2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Dean Bradbury**, Respondent.

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BETWEEN:

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-and-

**DEAN BRADBURY**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 25, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories, via Teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Adam Swanson, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 4, 2013</b>

## **REASONS FOR DECISION**

### **Application**

An application to a rental officer was made by the Hay River Housing Authority as the landlord against Dean Bradbury as the tenant. It was made regarding a tenancy agreement between the parties for the rental premises known as Apartment 110, 46 Woodland Drive, in Hay River, Northwest Territories. The application package was received and filed by the Rental Office on September 19, 2013. The applicant personally served a copy of the filed application package on the respondent on September 30, 2013.

The applicant is asking for an order for payment of rental arrears, termination of the tenancy agreement, and eviction of the tenant from the rental premises. Evidence in support of the application is listed in Appendix A attached to this order.

### **Hearing**

A hearing was scheduled for October 25, 2013. Notices were sent to both parties by registered mail on September 30, 2013. The applicant was represented at hearing by Mr. Adam Swanson. The respondent was deemed served the notice of hearing on October 7, 2013, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). He did not appear at hearing. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

### **Submissions**

Mr. Swanson said at hearing that Mr. Bradbury is in subsidized public housing and is required not only to pay his rent on time every month but also to provide his income for each month so that any subsidy he might be eligible for can be calculated and applied to his account. The tenancy began June 1, 2013, and Mr. Bradbury did report his income for the first and second months of the tenancy. He also paid his first month's subsidized rent.

Mr. Swanson provided a client aged detail and a statement of account which corroborated his assertion that Mr. Bradbury had not paid any further rent beyond June. These documents also reflected the application of full market rent for the months of August, September, and October. Mr. Swanson confirmed these charges were due to Mr. Bradbury failing to provide any further income information after the end of June.

Attempts by the applicant to communicate with Mr. Bradbury regarding the outstanding income statements and rental arrears were only partially successful. The applicant defines Mr. Bradbury's behaviour as evasive as they have learned from experience that if they attend the residence and stand within range of the door's viewport Mr. Bradbury will not answer the door; if they stand outside the range of the viewport Mr. Bradbury will answer the door. Mr. Swanson also noted that notices sent to Mr. Bradbury by registered mail are returned as unclaimed, but if they are sent by regular mail they are not returned and are presumably received.

Mr. Swanson reiterated his request for payment of rental arrears, termination of the tenancy agreement, and eviction of the tenant. He has no confidence that Mr. Bradbury will comply with his obligations.

### Determinations

#### *Tenancy agreement*

The tenancy agreement dated May 28, 2013, is for a fixed-term tenancy from June 1, 2013, to September 30, 2013, for subsidized public housing for the rental premises known as Apartment 110, 46 Woodland Drive, in Hay River, Northwest Territories. It is in compliance with the Act and I find that a valid tenancy agreement is in place.

#### *Rental arrears*

The client aged detail and the statement of account are the landlord's accounting of security deposits, monthly rent, and payments made against the account. I am satisfied these documents accurately reflect the payments made by the tenant to date.

Exhibits 8 through 15 consist of pay stubs, income summaries, rent calculations and other documents related to the calculation of Mr. Bradbury's subsidized rent. The most recent document is the client rent calculation dated July 11, 2013, which was made based on the tenant's pay stub for payroll ending June 22, 2013. I accept these documents are the only income reporting material the applicant received from Mr. Bradbury and I am satisfied the application of market rent for the months of August, September, and October is appropriate. I find Mr. Bradbury carries rental arrears as of October 25, 2013, in the amount of \$5,485.

#### *Termination of the tenancy*

The client aged detail and the statement of account reflect two payments made by Mr. Bradbury: \$80 for June's rent and \$250 for half the security deposit, both paid May 28, 2013. No other

payments are evidence. I find Mr. Bradbury has been repeatedly late paying his rent. The substantial amount of rental arrears and the repeated late payment of rent justify termination of the tenancy. The tenancy will be terminated pursuant to sections 41(4)(c) and 54(4)(g) of the Act.

*Security deposit*

The applicant initially requested an order for payment of outstanding security deposit and termination of the tenancy agreement for non-payment of the full security deposit. This application was made pursuant to section 54(4)(c) of the Act, which was in fact repealed in 2008. This being the case, I am not considering termination of the tenancy for non-payment of the security deposit. I am also not considering an order for payment of the outstanding security deposit as I have made an order terminating the tenancy for other reasons, making the payment of the security deposit a mute point.

*Eviction*

Mr. Bradbury's apparent evasion of his obligations to report his income and pay rent suggest he may not comply with an order to vacate the rental premises on or before the date of termination of the tenancy. An eviction order is justified and will be issued.

Order

An order will issue requiring Mr. Bradbury to pay rental arrears in the amount of \$5,485 and terminating his tenancy effective November 15, 2013.

An eviction order will follow under separate cover.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's Statement of Facts
- Exhibit 2: Residential Tenancy Agreement dated May 28, 2013
- Exhibit 3: Landlord's Note to File dated August 27, 2013
- Exhibit 4: Landlord's Correspondence dated August 27, 2013
- Exhibit 5: Landlord's Outstanding Rental Arrears Correspondence dated August 23, 2013
- Exhibit 6: Landlord's Note to File dated July 10, 2013
- Exhibit 7: Client Aged Detail as of September 13, 2013
- Exhibit 8: Client Rent Calculation dated July 11, 2013
- Exhibit 9: Client Income Summary dated July 1, 2013
- Exhibit 10: Tenant's Pay Stub for Payroll Ending June 22, 2013
- Exhibit 11: Tenant's Pay Stub for Payroll Ending June 8, 2013
- Exhibit 12: Client Rent Calculation dated May 28, 2013
- Exhibit 13: Client Income Summary dated June 1, 2013
- Exhibit 14: Financial Case Report for May 2013
- Exhibit 15: Tenant's CIBC Account Statement for May 1 to May 24, 2013
- Exhibit 16: Landlord's Notice of Termination of Tenancy dated September 16, 2013
- Exhibit 17: Statement of Account dated October 22, 2013
- Exhibit 18: Statement of Account dated October 22, 2013, provided to the respondent with hand-written note