

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
CLAYTON MACCAULEY, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

CLAYTON MACCAULEY

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 nineteen thousand five dollars (\$19,005.00).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #0069, Tulita, NT shall be terminated on April 30, 2015 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
CLAYTON MACCAULEY, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

CLAYTON MACCAULEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2015

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: March 13, 2015

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery but Canada Post confirmed that a notice had been left at the respondent's address advising him of the item and where it could be picked up. In addition, the rental officer contacted the respondent by telephone on February 12, 2015 advising him of the notice and the date, time and location of the hearing. The respondent failed to appear at the hearing. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$25,792. The applicant sought relief in that amount. The full unsubsidized rent of \$1445 has been applied in every month since March, 2014. The applicant testified that the respondent had not provided any household income information to enable a calculation of a subsidized rent for those months.

A previous order (file #20-13704, filed on December 13, 2013) required the respondent to pay

rent arrears of \$15,027, comply with his obligation to report the household income and terminated the tenancy agreement on February 28, 2014 unless payments of rent had been made by the respondent.

Payments totalling \$3100 were made by the respondent prior to February 28, 2014. Therefore the tenancy agreement continued. However, the ledger indicates that no payments have been made since.

There is no evidence that the previous order was filed or any enforcement action commenced.

The applicant has not considered the enforceable balance of the previous order in the application.

I find that the previous order may still be enforced for \$6787, calculated as follows:

Previous order	\$15,027
Adjustments since order	(5,140)
Rent paid since order	<u>(3,100)</u>
Balance of previous order	\$6,787

I find the statement in order and find the application of the full unsubsidized rent to be reasonable in the circumstance. I find rent arrears of \$25,792. Taking into consideration the enforceable balance of the previous order, another order for \$19,005 shall issue.

Balance as per ledger	\$25,792
less balance on previous order	<u>(6,787)</u>
Order	\$19,005

I also find the respondent in breach of his obligation to report the household income in accordance with Article 6 of the tenancy agreement.

6. Tenant's Income

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report. All reporting by the Tenant must be in the form prescribed by the subsidy agent.

In my opinion there are sufficient grounds to terminate this tenancy agreement. The respondent has not paid any rent for over a year and has not reported any household information since February, 2014. Clearly, the respondent has little or no intention of paying rent or fulfilling his obligation to report his household income.

An order shall issue requiring the respondent to pay rent arrears of \$19,005 and terminating the tenancy agreement on April 30, 2015. An eviction order to be effective on May 1, 2015 shall be issued separately.

Hal Logsdon
Rental Officer