

IN THE MATTER between **Inuvik Housing Authority**, Applicant, and **Peter Aberdeen**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the town of Inuvik in the Northwest Territories**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

PETER ABERDEEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 67(4) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears and compensation for overholding rent in the total amount of \$3,490.00 (three thousand four hundred ninety dollars).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$53.42 (fifty-three dollars forty-two cents) for each day he remains in the rental premises after April 30, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 6th day of May 2015.

Adelle Guigon
Deputy Rental Officer

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AND IN THE MATTER of a Hearing before **Adelle Guigon**, Deputy Rental Officer.

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-and-

PETER ABERDEEN

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REASONS FOR DECISION

Date of the Hearing: May 5, 2015

Place of the Hearing: Inuvik, Northwest Territories, by teleconference

Appearances at Hearing: Kim Burns, representing the applicant

Date of Decision: May 5, 2015

REASONS FOR DECISION

An application to a rental officer made by Inuvik Housing Authority as the applicant/landlord against Peter Aberdeen as the respondent/tenant was filed by the Rental Office March 18, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as TP6117, 44 Tununuk Place, in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application package on the respondent March 26, 2015.

The applicant alleged the respondent has been repeatedly late paying rent, had accumulated rental arrears, and had failed to vacate the rental premises after termination of the tenancy agreement. An order was sought for payment of rental arrears, eviction, and compensation for use and occupation of the rental premises post-termination. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 5, 2015, in Inuvik, Northwest Territories. Ms. Kim Burns appeared representing the applicant. Ms. Diane Day was in attendance as observer. Mr. Peter Aberdeen was sent a notice of attendance by registered mail deemed served April 20, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Aberdeen did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Ms. Burns testified to and provided evidence of a tenancy agreement with Mr. Aberdeen which began March 1, 2014, for subsidized public housing. The maximum monthly rent was set out in Schedule A of the tenancy agreement at \$1,625. Mr. Aberdeen had failed to report his household income for November and December; as a consequence he was charged the maximum monthly rent for December and January. Mr. Aberdeen failed to pay any rent for December and January, and on January 9, 2015, was issued a notice of termination of the tenancy effective February 28, 2015. On February 5, 2015, Mr. Aberdeen did report his household income for the months of November, December, and January, but he did not make any payments against his rent account. His rents for December, January, and February were assessed subsidies and his rental arrears balance adjusted as of February 28, 2015, to \$240.

Ms. Burns testified that at no time was the notice to terminate the tenancy rescinded. As the tenancy ended February 28, 2015, Mr. Aberdeen's continued occupancy of the rental premises was as an overholding tenant. He is no longer eligible for any subsidies to his rent. He was charged the maximum monthly rent of \$1,625 for March and April. He has made no payments against his rent account since November 2014. The landlord is claiming rental and overholding arrears in the amount of \$3,490 and requesting an order for payment of those arrears, eviction, and compensation for use and occupation of the rental premises.

Tenancy agreement

The residential tenancy agreement entered into evidence establishes a tenancy between the parties for subsidized public housing for a fixed-term from March 1, 2014, to February 28, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Termination of the tenancy agreement

Section 51(3) of the Act states where a written tenancy agreement for subsidized public housing specifies a date for termination of the tenancy agreement the landlord may give written notice to terminate the tenancy no later than 30 days before the date specified in the tenancy agreement. Section 55(3) of the Act sets out the required contents of a landlord's notice to terminate a tenancy as: that it be in writing, that it be signed by the landlord, that it identify the rental premises, that it states the date the tenancy is to terminate, and that it states the reason for termination of the tenancy. The applicant's notice to terminate the tenancy complies with the requirements of section 55(3) and as such I am satisfied the tenancy agreement has been terminated on February 28, 2015, in accordance with section 51(3).

Rental and overholding arrears

The lease balance statement entered into evidence represents that landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. I am satisfied the statement accurately represents the status of the respondent's rent account as of April 30, 2015.

The termination of the tenancy ends the tenant's eligibility for rent subsidy under that tenancy agreement, and at any rate the respondent has not reported household income for the months of February and March from which any subsidy would be calculated. The applicant has testified that the respondent remains an occupant of the rental premises, that they have received no further communication from the respondent since February 5, 2015, and that at the February 5th meeting no indication was made by the respondent as to his intentions respecting occupancy. The applicant further confirmed having seen the respondent working in the community, often for one of their own contractors. Other than having no communication from the respondent and having received no rent payments from the respondent, the applicant has no reason to believe the respondent has vacated the rental premises. I am satisfied the application of the maximum monthly rent for the months of March and April are appropriate. I find the respondent has accumulated rental arrears and overholding arrears as of April 30, 2015, in the total amount of \$3,490.

Eviction

Having determined that the tenancy agreement was terminated on February 28, 2015, in accordance with the Act and finding that the respondent remains an occupant of the rental premises, I am satisfied an eviction order is justified.

An order will issue requiring Mr. Peter Aberdeen to pay rental and overholding arrears in the total amount of \$3,490, evicting him from the rental premises on May 15, 2015, and requiring him to compensate the applicant for use and occupation of the rental premises at a rate of \$53.42 for each day he remains in the rental premises after April 30, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement dated March 10, 2015

Exhibit 2: Applicant's termination notice to respondent dated January 9, 2015

Exhibit 3: Residential tenancy agreement dated January 13, 2014

Exhibit 4: Lease balance statement dated May 1, 2015