

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Tamara Mackie**, 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 city of Yellowknife in the Northwest Territories**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**TAMARA MACKIE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(b) and 67(4) of the *Residential Tenancies Act*, the respondent must compensate the applicant for overholding rental arrears in the amount of \$3,126.17 (three thousand one hundred twenty-six dollars and seventeen cents) and for use and occupation of the rental premises known as 783 Bigelow Crescent in Yellowknife, Northwest Territories, at a rate of \$54.08 (fifty-four dollars eight cents) for each day she remains in the rental premises after July 31, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of July 2015.

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Adelle Guigon  
Deputy Rental Officer

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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.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**TAMARA MACKIE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 22, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Ella Newhook, representing the applicant Cameron O’Keefe, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>July 22, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Tamara Mackie as the respondent/tenant was filed by the Rental Office May 26, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 783 Bigelow Crescent in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 29, 2015.

The applicant alleged the respondent had permitted a person to reside with her without prior written permission of the landlord, contrary to the tenancy agreement, and that she failed to vacate the rental premises after being given notice to terminate the tenancy in accordance with section 51(5) of the *Residential Tenancies Act* (the Act). An eviction order was requested. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 22, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook and Mr. Cameron O'Keefe appeared representing the applicant. Ms. Tamara Mackie was served notice of attendance by registered mail deemed served July 7, 2015, pursuant to section 71(5) of the Act. Ms. Mackie did not appear at hearing nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

#### *Tenancy agreement*

The residential tenancy agreement entered into evidence establishes an agreement between the parties for subsidized public housing commencing April 15, 2010. It was for a fixed-term until October 31, 2010, after which it automatically renewed as a monthly tenancy pursuant to section 49(1) of the Act. It is signed by both parties and identifies the rental premises as 783 Bigelow Crescent. Section 7 of the agreement identifies the tenancy as one for subsidized public housing. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

*Additional occupants*

Section 5 of the tenancy agreement stipulates that no additional persons, other than those already listed in Schedule B to the tenancy agreement, may reside in the leased premises without the prior written consent of the landlord. Ms. Newhook testified that she received notification from a third party, which was later confirmed by RCMP, that Ms. Mackie had agreed to act as surety for and permit an individual to reside with her as a condition of that individual's release from custody. Ms. Mackie had not requested permission from the landlord for another person to reside in the rental premises with her, breaching section 5 of her tenancy agreement. I am satisfied the respondent has failed to comply with section 5 of her tenancy agreement by failing to request prior written approval to permit an additional occupant to reside with her.

*Termination of the tenancy agreement and eviction*

Ms. Newhook also testified to having directly received several complaints from at least eight of Ms. Mackie's neighbours regarding disturbances originating from Ms. Mackie and her guests. The complaints and the breach of section 5 of the tenancy agreement prompted the applicant to exercise their right as a subsidized public housing landlord to terminate the tenancy with at least 30 days' written notice in accordance with section 51(5) of the Act. That notice was personally served on the respondent April 22, 2015, terminating her tenancy May 31, 2015. Ms. Newhook received confirmation from her maintenance workers that Ms. Mackie was still occupying the rental premises as of last weekend. I am satisfied the tenancy agreement between the parties was terminated on May 31, 2015, in accordance with section 51(5) of the Act and that an eviction order is justified.

*Compensation for use and occupation of the rental premises*

The statement of account entered into evidence represents the landlord's accounting of monthly assessed rent and payments made against the respondent's rent account. I am satisfied the statement accurately represents the current state of the respondent's rent account.

Up until May 1, 2015, the respondent carried a credit to their account due to monthly subsidies for which she was eligible. When the tenancy terminated on May 31, 2015, the respondent was no longer eligible for any subsidies. As the tenant remained in occupancy of the rental premises, she was classified an overholding tenant and charged the maximum monthly rent of \$1,625 for June and July 2015. No payments have been received against the respondent's rent account in June and July. The current rental arrears to July 31, 2015, have accumulated to \$3,126.17, for which the applicant has requested compensation. Additionally, the applicant requested compensation for use and occupation of the rental premise should the tenant remain there after July 31<sup>st</sup>. I am satisfied the respondent has accumulated overholding rental arrears in the amount of \$3,126.17 and that an order for compensation for use and occupation after July 31, 2015, is justified.

*Order*

An order will issue requiring Ms. Tamara Mackie to compensate the applicant for overholding rental arrears in the amount of \$3,126.17 and for use and occupation of the rental premises at a rate of \$54.08 for each day she remains in the rental premises after July 31, 2015; and evicting her from the rental premises on August 7, 2015. The eviction order will follow under separate cover.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondence to respondent dated April 21, 2015

Exhibit 2: Residential tenancy agreement dated April 15, 2010

Exhibit 3: Statement of account dated July 21, 2015