

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

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**LUCY JANE THRASHER**

Respondent/Tenant

**ORDER and EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 63(4)(b) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears and compensation for use and occupation of the rental premises in the amount of \$5,243.05 (five thousand two hundred forty-three dollars five cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for repairs and cleaning costs in the amount of \$943.46 (nine hundred forty-three dollars forty-six cents).
3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as TP6109, 44 Tununuk Place, in Inuvik, Northwest Territories, on December 1, 2015.

4. 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 she remains in the rental premises after November 30, 2015.

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

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,  
and **Lucy Jane 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

-and-

**LUCY JANE THRASHER**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 19, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Kim Burns, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 19, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Inuvik Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Lucy Jane Thrasher as the respondent/tenant was filed by the Rental Office October 1, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as TP6109, 44 Tununuk Place, in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent October 14, 2015.

The applicant alleged the respondent had accumulated rental arrears, caused disturbances, and failed to vacate the rental premises after the tenancy agreement was terminated. An order was sought for payment of rental arrears and eviction. Evidence presented is listed in Appendix A attached to this order.

A hearing was scheduled for November 19, 2015, by teleconference. Ms. Kim Burns appeared representing the applicant. Ms. Lucy Jane Thrasher was served a notice of attendance by email deemed received November 16, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). Ms. Thrasher did not appear, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Ms. Burns testified the tenant had entered into a written tenancy agreement for subsidized public housing commencing in February 2015. Thirty-one day tenancy agreements were signed by the parties each month. The most recent agreement was provided into evidence; it was for the period of August 1 to August 31, 2015, but was signed by the parties September 18, 2015. Section 51(4) of the Act states that a tenancy agreement for subsidized public housing that specifies a termination date that is 31 days or less after the commencement of the agreement terminates on the specified date. I cannot find a tenancy agreement that expires 18 days before it is signed as valid. Accepting that the previous signed tenancy agreement was for the period of July 1 to 31, 2015, and that a new tenancy agreement was not entered into, I find the tenancy agreement between the parties ended July 31, 2015, and that the tenant's continued occupancy of the rental premises to date has been as an overholding tenant.

*Rental arrears*

The lease balance statement and lease ledger entered into evidence represent that landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents up to and including August 2015 have been assessed subsidies based on reported household income. The rents for September to November 2015 have been applied the maximum unsubsidized monthly rent of \$1,625 as a consequence of the tenant no longer being eligible for the subsidy due to her overholding status. The last payment received against the rent account is recorded on August 13, 2015, in the amount of \$80.

I am satisfied that the respondent has been repeatedly and unreasonably late paying the full amount of rent when due, that the application of the maximum monthly rents is appropriate, and that she carries accumulated rental arrears. I find the respondent has accumulated rental arrears in the amount of \$5,243.05.

*Disturbances and related damages*

The applicant provided into evidence numerous correspondences regarding complaints of disturbances originating from the respondent's rental premises and continuing into the residential complex. The first two disturbances occurred shortly after the respondent moved into the rental premises in February 2015 and then began again in August 2015, escalating in nature and causing damages to the residential complex to as recently as November 13, 2015.

On August 19<sup>th</sup> a disturbance was reported and the landlord and RCMP were called to attend. Ms. Burns arrived at the residential complex ahead of the RCMP and observed a guest of the respondent's leave the respondent's rental premises and, upon exiting the residential complex, exerting such force against the exterior door to damage the push bar. A work order was issued and the resulting cost of repairs were invoiced to the respondent in the amount of \$30.36. The invoice was sent to the respondent on October 8<sup>th</sup>.

On October 1<sup>st</sup> a significant fight occurred in the rental premises and continued throughout the hallways and stairwells of the residential complex, resulting in RCMP being called. Injuries to involved parties required ambulance attendance. A significant amount of blood was tracked from the respondent's apartment, through the hallways and stairwells, and into the common area carpets. Three holes were left in the common area walls as a result of the altercation. Ms. Burns confirmed there were no pre-existing holes in the walls. She also confirmed that the necessary steam cleaning of the carpets was not being charged back to the tenant as the carpets were already due for their annual steam cleaning, although there is one area that remains blood stained and will require replacement. Work orders were issued for the cleaning and hole repairs; invoices were issued for the cleaning in the amount of \$239.09 and for the hole repairs in the amount of \$674.01. The invoices were sent to the respondent October 8<sup>th</sup> and October 22<sup>nd</sup>, respectively.

I am satisfied the respondent and/or persons she has permitted in the residential complex have repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. I am satisfied that the damages claimed to the common areas were caused by persons the respondent permitted into her rental premises and the residential complex, and as such the respondent is liable for the necessary repairs and cleaning. Although the claims for repairs and cleaning came after the application to a rental officer was made, I am satisfied the respondent was made aware of them and had adequate opportunity to address or dispute the issues. I find the respondent liable to the applicant for the cost of repairs and cleaning in the total amount of \$943.46.

*Eviction and compensation for use and occupation*

Having already determined that the tenancy agreement between the parties ended July 31, 2015, and being satisfied that the respondent remains in overholding occupancy of the rental premises to date, I am satisfied that an eviction order is justified and that the applicant is entitled to compensation for use and occupation of the rental premises.

*Orders*

An order will issue requiring Lucy Jane Thrasher to pay rental arrears in the amount of \$5,243.05; to compensate the applicant for the cost of repairs and cleaning in the amount of \$943.46; evicting her from the rental premises December 1, 2015; and requiring her to compensate the applicant for use and occupation of the rental premises at a rate of \$53.42 for each day she remains in the rental premises after November 30, 2015.

---

Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Signed residential tenancy agreement dated September 18, 2015
- Exhibit 2: Lease ledger printed September 21, 2015
- Exhibit 3: Applicant's correspondences to respondent dated: February 26, 2015 (x2); August 19, 2015; August 28, 2015; September 22, 2015
- Exhibit 4: Email from Kim Burns dated October 2, 2015, with six photographs attached
- Exhibit 5: Email from Kim Burns dated October 16, 2015
- Exhibit 6: Email from Kim Burns dated November 17, 2015
- Exhibit 7: Applicant's correspondences to respondent dated: September 23, 2015; October 5, 2015; October 19, 2015; November 13, 2015
- Exhibit 8: Lease balance statement printed November 17, 2015
- Exhibit 9: Invoices numbered TD000014561, TD000014562, TD000014579
- Exhibit 10: Work orders numbered TD049830, TD057990, TD057850
- Exhibit 11: M & M Services invoice number 0000001 dated October 5, 2015