

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST TERRITORIES HOUSING CORPORATION**, Applicant, and **DOROTHY ADZIN AND EDWARD QUITTE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

**BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST
TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

DOROTHY ADZIN AND EDWARD QUITTE

Respondents/Tenants

ORDER AND EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of forty one thousand seven hundred eight dollars and fifty four cents (\$41,708.54).

2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 419, Edzo Tili, Behchoko, NT shall be terminated on March 31, 2016 and the respondents shall vacate the premises on that date unless rent arrears in the amount of forty one thousand seven hundred eight dollars and fifty four cents (\$41,708.54) are paid in full.
3. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall be evicted from the premises known as Unit 419, Edzo Tili, Behchoko, NT on April 1, 2016 unless the rent arrears in the amount of forty one thousand seven hundred eight dollars and fifty four cents (\$41,708.54) are paid in full on or before March 31, 2016.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of February, 2016.

Hal Logsdon
Rental Officer

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DOROTHY ADZIN AND EDWARD QUITTE

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REASONS FOR DECISION

Date of the Hearing: January 11, 2016

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Dorothy Adzin, respondent
Edward Quitte, respondent

Date of Decision: January 11, 2016

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises caused by their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondents unless the rent arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided copies of tenancy agreements in evidence which indicated that the tenancy agreement between the parties commenced on April 1, 2006. Prior to that date there was a tenancy agreement between the applicant and Ms Adzin as sole tenant. The applicant provided a statement of account in evidence which indicated a balance owing of \$44,481.50. The statement includes charges relating to both tenancy agreements. The applicant sought rent arrears relating only to the current tenancy agreement which was calculated as follows:

Balance as per statement	\$44,481.50
Balance at March 31/06	(2415.48)
Replace exterior door	(168.48)
Cleaning	<u>(189.00)</u>
Rent arrears - current tenancy	\$41,708.54

The applicant also sought relief for the repair and cleaning costs totalling \$357.48.

Replace exterior door	\$168.48
Cleaning	<u>189.00</u>
Total	\$357.48

Work orders and invoices were provided in evidence. The replacement of the exterior door was billed to the respondents on May 29, 2007. The cleaning was for unit #331 and was billed to the respondents on September 14, 2009 after they were transferred to another unit. Rather than using the security deposit, the applicant transferred the security deposit to the new unit and billed the respondents.

The respondents disputed the door repair costs and the cleaning, stating that the police damaged the door and that they left the former unit reasonably clean. Notwithstanding the testimony of the respondents however, these charges are too old to reasonably be considered. The requested relief for these items is denied.

The respondents did not dispute the rent arrears.

I find the statement to be in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$41,708.54. In my opinion there are adequate grounds to terminate the tenancy agreement and evict the respondents unless the rent arrears are paid. Over the past 14 months, the respondents have only paid the full amount of the monthly rent on three occasions and the rent arrears have increased by \$2878.50 over this period.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$41,708.54 and terminating the tenancy agreement on March 31, 2016 unless the arrears are paid in full. An eviction order to be effective on April 1, 2016 unless the rent arrears are paid on or before March 31, 2016 shall also issue.

Hal Logsdon
Rental Officer