

IN THE MATTER between **Norah Higden**, Applicant, and **Robert Drygeese**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**NORAH HIGDEN**

Applicant/Landlord

- and -

**ROBERT DRYGEESE**

Respondent/Tenant

**ORDER and EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(c) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$688.90 (six hundred eighty-eight dollars ninety cents).
2. Pursuant to section 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate March 31, 2016, and the respondent must vacate the rental premises on or before that date.
3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as the Basement Suite at 101 Knutsen Avenue in Yellowknife, Northwest Territories, on April 15, 2016.



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 \$36.16 for each day he remains in the rental premises after March 31, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 24th day of March 2016.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ROBERT DRYGEESE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 24, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Norah Higden, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 24, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Norah Higden as the applicant/landlord against Robert Drygeese as the respondent/tenant was filed by the Rental Office January 18, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent January 19, 2016.

The applicant alleged the respondent had been repeatedly late paying rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for March 24, 2016, in Yellowknife, Northwest Territories. Ms. Norah Higden appeared as applicant. Mr. Robert Drygeese was served notice of the hearing by registered mail confirmed received March 8, 2016. Mr. Drygeese 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 *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The applicant testified that the parties had entered into a verbal tenancy agreement commencing August 1, 2015. The agreed upon monthly rent was \$1,100 plus \$200 for shared cable and internet services. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

#### *Arrears*

The applicant testified that the rent was due the first of each month. Starting in November 2015, the respondent began having difficulties meeting the due date and requested leniency to pay the rent within the month it was due. The applicant cautiously conceded, noting that failure to pay the full amount of rent would have detrimental effects on the applicant's own financial security. The applicant testified that the respondent understood this.

The respondent failed to pay \$250 of the monthly rent and the \$200 for the shared cable/internet for the month of December 2015. This \$450 still has not been paid. The \$1,100 rents for January, February, and March 2016 have been paid.



The respondent's failure to pay the \$200 for the shared cable/internet resulted in the landlord being unable to pay the utility company for that service and the service being discontinued in early January 2016. The landlord was unable to secure the funds to reinstate the service until the end of February, and then only with the financial support of a friend. She incurred a re-connection fee in the amount of \$155.45 due to the respondent's failure to comply with his obligation and is seeking full compensation for that loss. The cost of the cable/internet service for the month of March 2016 – which is less than previously due to the landlord securing a smaller cable package – amounted to \$154.31 to be equally shared between the landlord and tenant. There was also a charge of \$6.29 for a Video-on-Demand ordered by the respondent. The applicant requested payment for the respondent's share of the cable/internet services for March in the amount of \$83.45.

I am satisfied the respondent has been repeatedly late paying the full amount of rent when due. I am satisfied the respondent's failure to pay the full amount of rent for December 2015 directly resulted in the loss of cable/internet service and resulted in the landlord's costs of \$155.45 to reinstate the cable/internet package. I am satisfied that the respondent has not paid the cable/internet share for March 2016. I find the respondent has accumulated rental arrears in the total amount of \$688.90.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's apparent difficulties in complying with his obligations to pay his rent, including cable/internet, on time and in accordance with the tenancy agreement, and in consideration of the direct effects suffered by the applicant as a consequence, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$688.90; terminating his tenancy agreement on March 31, 2016; evicting the tenant from the rental premises on April 15, 2016; and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$36.16 for each day he remains in the rental premises after March 31, 2016.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Northwestel invoice number 130798 dated November 12, 2015
- Exhibit 2: Applicant's note to respondent dated January 4, 2016
- Exhibit 3: Tenancy agreement dated November 9, 2015
- Exhibit 4: Rent payment schedule for August 2015 to January 2016
- Exhibit 5: Electronic funds transfer transaction receipts for payments to Northwestel dated: January 14, 2016; January 6, 2016; November 20, 2015
- Exhibit 6: RBC bank statement highlighting Interac e-transfer of \$850 recorded on December 21, 2015
- Exhibit 7: Bank of Montreal withdrawal receipt for \$400 dated January 7, 2016
- Exhibit 8: Electronic funds transfer transaction receipt for \$1,100 dated January 15, 2016
- Exhibit 9: Applicant's written submission dated March 24, 2016