

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Herbert Pekok, 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**, Rental Officer, regarding a
rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

HERBERT PEKOK

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears and costs to replace keys in the total amount of \$100.00 (one hundred dollars).
2. Pursuant to sections 63(4)(a) and 67(4) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as #203, 46 Woodland Drive, in Hay River, Northwest Territories, on May 6, 2016.

3. 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 in the amount of \$80.00 (eight dollars) for the month of April 2016 and at a rate of \$2.63 (two dollars sixty-three cents) for each day he remains in the rental premises after April 30, 2016.

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

Adelle Guigon
Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
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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:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

HERBERT PEKOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2016

Place of the Hearing: Hay River, Northwest Territories, by teleconference

Appearances at Hearing: Adam Swanson, representing the applicant

Date of Decision: April 20, 2016

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Herbert Pekok as the respondent/tenant was filed by the Rental Office March 3, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for April 4, 2016.

The applicant alleged the respondent had accumulated rental arrears and had repeatedly and unreasonably disturbed other tenants' and the landlord's enjoyment and possession of the rental premises and residential complex. An order was sought for payment of the rental arrears and eviction.

A hearing was scheduled for April 20, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Mr. Adam Swanson appeared representing the applicant. Mr. Herbert Pekok was sent notice of the hearing by registered mail deemed served April 5, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Attempts to contact Mr. Pekok by telephone were unsuccessful due to his number no longer being in service. Mr. Pekok 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.

Tenancy agreement

The applicant provided into evidence a written tenancy agreement made between the parties on May 4, 2015, for a subsidized public housing tenancy commencing May 1, 2015, on a month-to-month basis. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

On February 8, 2016, the applicant gave the respondent a notice to terminate the tenancy agreement on March 31, 2016, pursuant to section 51(5) of the Act. Section 51(5) of the Act permits a subsidized public housing landlord to terminate a periodic (month-to-month) tenancy agreement by giving a tenant at least 30 days written notice. The requirements of section 55(3) of the Act were met within the written notice. I am satisfied the applicant's notice to terminate the tenancy is valid, that the notice has not been waived, and that the tenancy has not been reinstated. I find the tenancy agreement between the parties was terminated March 31, 2016, in accordance with the Act.

Rental arrears and key replacement

The applicant provided into evidence statements of account and a client aged detail representing the landlord's accounting of monthly assessed rent, other charges, and payments made against the respondent's rent account since May 1, 2015. I am satisfied these documents accurately represent the current status of the respondent's rent account.

On February 23, 2016, the respondent incurred a charge of \$20 to replace keys he had lost. I am satisfied this charge is appropriate and the respondent is liable to the applicant for it.

The applicant charged subsidized rent for March 2016 in the amount of \$80 which has not to date been paid. I find the respondent liable for rental arrears in the amount of \$80.

Disturbances

The applicant provided into evidence records supporting their allegation that the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises. Ms. Brenda McAuley, caretaker for the residential complex, testified as a witness for the applicant and spoke of her direct knowledge of the reported incidents. The disturbances consisted of noises, loud music, partying, banging, yelling, violence, threats of violence to people and property, and verbal abuse. The disturbances occurred throughout the tenancy and requests to cease and desist were ignored. Several incidents involved RCMP attendance, and Ms. McAuley reported being cautioned by police not to attend the respondent's apartment alone. These disturbances are the primary reason the applicant invoked section 51(5) of the Act and terminated the tenancy agreement.

I am satisfied the documented disturbances constitute repeated and unreasonable disturbances to other tenants and the landlord, and have escalated to a degree for which the applicant's concern appears justified. As the respondent currently remains in the rental premises after his tenancy was terminated in accordance with the Act, I find an eviction order is justified.

Additionally, section 67(1) of the Act specifies a landlord is entitled to compensation for use and occupation of a rental premises after a tenancy has been terminated and section 63(4)(b) allows for compensation for use and occupation to be paid by the respondent for each day he remains in the rental premises after the termination date. The applicant charged the respondent subsidized rent for April 2016 in the amount of \$80, which has not to date been paid. I find the respondent liable for rent for April 2016 in the amount of \$80 and for rent after April 30, 2016, in the amount of \$2.63 for each day he remains in the rental premises.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$80; to pay costs of replacing keys in the amount of \$20; evicting him from the rental premises May 6, 2016; and to compensate for use and occupation of the rental premises in the amount of \$80 for the month of April and at a rate of \$2.63 for each day he remains in the rental premises after April 30, 2016.

Adelle Guigon
Rental Officer