

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Adrian Drakes, 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 -

ADRIAN DRAKES

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$214.50 (two hundred fourteen dollars fifty cents).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate May 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 73B Stewart Drive in Hay River, Northwest Territories, on June 1, 2016.

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

Adelle Guigon
Rental Officer

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BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

ADRIAN DRAKES

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 Adrian Drakes as the respondent/tenant was filed by the Rental Office March 14, 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 sent a copy of the filed application to the respondent by registered mail deemed served March 24, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The applicant's representative at hearing confirmed the respondent had acknowledged to him that the respondent was aware of the application.

The applicant alleged the respondent had repeatedly failed to pay rent on time, had accumulated rental arrears, and had failed to comply with conditions of a rental officer order. An order was requested 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. Adrian Drakes was sent notice of the hearing by registered mail deemed served April 8, 2016, pursuant to section 71(5) of the Act. In the same conversation with the applicant's representative in which the respondent acknowledged awareness of the application, the respondent also confirmed awareness of the hearing date. The rental officer also successfully contacted the respondent by telephone on April 16, 2016, and he confirmed the hearing scheduled for April 20th. The respondent confirmed he would be retrieving his mail on April 18th. The respondent did not appear at the 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 for subsidized public housing establishing a tenancy between the parties commencing in February 1, 2014. However, the tenancy for subsidized public housing in fact began March 1, 2013, as established at the hearing regarding rental office file number 10-13789. It is clear from the evidence presented that the tenancy has been continuous since March 2013, that the transfer from unit 10A - 102 Street to 73B Stewart Drive occurred December 15, 2015, and that the transfer occurred in compliance with section 3 of the tenancy agreement which allows the landlord to relocate a tenant to more suitable premises. I am satisfied a valid tenancy agreement for subsidized public housing commencing March 1, 2013, is in place between the parties in accordance with the Act.

Rental arrears

The applicant submitted into evidence statements of account and lease balance statements representing the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied these documents accurately reflect the status of the respondent's rent account.

The last payment against the rent account was recorded March 31, 2016, in the amount of \$80, however, the documents corroborate the applicant's allegation that the respondent has been repeatedly late paying the monthly rent when it is due. This pattern was previously established at the January 28, 2014, hearing for rental office file number 10-13789, at which time an order was issued for the respondent to pay his future rent on time. The respondent subsequently failed to do so at first, was successful for November 2014 to March 2015, and then returned to a pattern of repeatedly failing to pay his rent on time starting in April 2015.

All rents have been subsidized based on reported household income. The current rental arrears are \$214.50, which represents approximately 2.5 months' outstanding rent. I find the respondent has accumulated rental arrears in the amount of \$214.50, the respondent has been repeatedly and unreasonably late paying his rent, and the respondent has failed to comply with a rental officer order to pay his future rent on time.

Termination of the tenancy agreement and eviction

The applicant served the respondent with a notice dated March 10, 2016, to terminate the tenancy agreement March 31, 2016, pursuant to section 54(1)(g) of the Act, due to the respondent's repeated and unreasonable failure to pay his rent in full and on time. The respondent remains in occupancy of the rental premises. Under the circumstances, I am satisfied the notice was properly given, and I find that termination of the tenancy agreement and eviction are justified.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$214.50, terminating his tenancy agreement May 31, 2016, and evicting him from the rental premises June 1, 2016.

Adelle Guigon
Rental Officer