

IN THE MATTER between **Tepee Housing Association**, Applicant, and **Naudia Tingmiak**,
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 Inuvik in the Northwest Territories**.

BETWEEN:

TEPEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

NAUDIA TINGMIAK

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 \$1,903.00 (one thousand nine hundred three dollars).
2. Pursuant to sections 43(1)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent must comply with her obligation not to disturb the landlord or other tenant's enjoyment or possession of the rental premises or residential complex, and must not breach that obligation again.

3. Pursuant to sections 41(4)(c), 43(3)(d), and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate June 30, 2016, and the respondent must vacate the rental premises on or before that date.
4. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as #205, 195 Mackenzie, in Inuvik, Northwest Territories, on July 1, 2016.
5. 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 (thirty-six dollars sixteen cents) for each day the respondent remains in the rental premises after June 30, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 15th day of June 2016.

Adelle Guigon
Rental Officer

IN THE MATTER between **Tepee Housing Association**, Applicant, and **Naudia Tingmiak**,
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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:

TEPEE HOUSING ASSOCIATION

Applicant/Landlord

-and-

NAUDIA TINGMIAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Inuvik, Northwest Territories, by teleconference

Appearances at Hearing: Judy Keevik, representing the applicant

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by Teepee Housing Association as the applicant/landlord against Nadia Tingmiak as the respondent/tenant was filed by the Rental Office April 21, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 5, 2016.

The applicant alleged the respondent had been repeatedly late paying rent and caused disturbances to the enjoyment and possession of the rental premise and residential complex for other tenants and the landlord. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 14, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. Judy Keevik appeared representing the applicant. Ms. Nadia Tingmiak was served notice of the hearing by registered mail signed for May 30, 2016. Ms. Tingmiak contacted the Rental Office approximately 20 minutes prior to the scheduled start time indicating she could not appear for the hearing as scheduled, but was unable to provide a reasonable excuse for her inability to appear. She was informed that if she did not appear at the hearing as scheduled it would proceed in her absence. She indicated her understanding. The hearing proceeded in Ms. Tingmiak's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

The application to a rental officer spells the landlord's name as 'Teepee' and the respondent's name as 'Nadia'. The written tenancy agreement and correspondences spell the landlord's name as 'Tepee' and the respondent's name as 'Naudia'. As such, the style of cause will be amended going forward to reflect the applicant/landlord as Tepee Housing Association and the respondent/tenant as Naudia Tingmiak.

Tenancy agreement

The applicant's representative testified and provided evidence establishing an agreement between the parties for subsidized public housing commencing in May 2013. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Rental arrears

The statement of account entered into evidence by the applicant reflects the application of maximum rent for April and May 2015, against which a payment of \$297 made January 28, 2016, was applied. The applicant's representative testified that all other rents have been subsidized and paid. The applicant's representative further testified that according to the applicant's records the maximum rent was applied for the months of April and May 2015 due to the respondent's failure to report her household income for the months of March and April 2015. I am satisfied the respondent has rental arrears in the amount of \$1,903.

Disturbances

The applicant provided into evidence three notices issued to the respondent dated January 9, 2015, November 5, 2015, and March 30, 2016, regarding reports of disturbances. Although the applicant's representative at hearing could not speak to direct knowledge of the source of the first two notices, she was able to testify to direct knowledge that the disturbances occurred in March. These consisted of the respondent's guests smoking in the hallways, the respondent's guests being intoxicated, disruptive, and knocking on other tenants' doors, and the respondent permitting intoxicated persons into the building after 11:00 p.m. The applicant's representative confirmed that there have been further disturbances since the filing of this application, but while the respondent was informed of the complaints they were not formally documented. I am satisfied the respondent has repeatedly disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex.

Termination of the tenancy agreement and eviction

When the respondent contacted the Rental Office prior to the hearing she indicated she was in the process of packing her belongings and moving out, and that she just needed until June 24th to finish moving and cleaning the premises. The applicant's representative confirmed at hearing that she was aware the respondent was intending to move out, but that the respondent had not actually given written notice in accordance with the Act.

In considering the respondent's failure to report her income as required, her failure to pay the rental arrears, and the disturbances that have occurred during the tenancy, in combination with the expressed intention of the respondent to vacate the rental premises, 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 \$1,903, requiring the respondent to comply with her obligation not to disturb other tenants and the landlord and not breach that obligation again, terminating the tenancy agreement June 30, 2016, evicting the respondent July 1, 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 she remains in the rental premises after June 30, 2016.

Adelle Guigon
Rental Officer