

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

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

RICHARD SELAMIO

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 \$9,745.00 (nine thousand seven hundred forty-five dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay to the applicant costs for a lock-out callout in the amount of \$115.50 (one hundred fifteen dollars fifty cents).
3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as SY1306, 8 Centennial, in Inuvik, Northwest Territories, on July 1, 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 \$53.43 (fifty-three dollars forty-three cents) for each day he remains in the rental premises after June 30, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of June 2016.

Adelle Guigon
Rental Officer

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

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

RICHARD SELAMIO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

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

Appearances at Hearing: Kim Burns, representing the applicant

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by Inuvik Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Richard Selamio 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 Inuvik, Northwest Territories.

The applicant alleged the respondent had been repeatedly late paying rent, had accumulated rental arrears, had repeatedly disturbed other tenants' enjoyment and possession of the rental premises, and had failed to vacate the rental premises after the tenancy was terminated. An order was sought for payment of rental arrears, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 14, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. Kim Burns appeared representing the applicant. Mr. Richard Selamio was served notice of the hearing by registered mail signed for May 30, 2016. Mr. Selamio 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 and presented evidence establishing that the parties had entered into a tenancy agreement for subsidized public housing for a fixed-term from December 3 to 31, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Disturbances

Commencing shortly after the respondent moved into the rental premises, the applicant began receiving complaints from other tenants regarding disturbances being caused by the respondent and his guests. Seven written notices were given to the respondent regarding at least 11 separate instances of disturbances occurring between December 7, 2015, and May 29, 2016. Repeated efforts to resolve the issue have gone without reply by the respondent. I am satisfied the respondent has repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex.

Termination of the tenancy agreement

Section 51(4) of the Act specifies that a subsidized public housing tenancy agreement for a fixed-term of 31 days or less ends on the last day of the term. The respondent's tenancy agreement with the applicant was for a fixed-term from December 3 to 31, 2015 – a period of 28 days. The applicant initially appeared willing to enter into a new tenancy agreement with the respondent, however the respondent failed to attend the office at any time after taking occupancy of the rental premises in order to either report his household income or to sign a new tenancy agreement. Four of the written notices regarding disturbances also reminded the respondent that his tenancy had terminated effective December 31, 2015, and that he had yet to either attend the office or vacate the rental premises. I am satisfied the tenancy agreement between the parties was terminated December 31, 2015, in accordance with the Act and that the respondent is currently residing in the rental premises as an overholding tenant.

Overholding rental arrears

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

The respondent's rent for December 2015 was subsidized based on reported household income and prorated to the day he took occupancy of the rental premises (December 3rd) in the amount of \$75. ECE paid \$80 towards the rent on behalf of the respondent, resulting in a \$5 credit to the rent account. Because the tenancy agreement ended December 31st and the respondent had failed to report any further income, the respondent was no longer eligible for a rent subsidy under the subsidized public housing program; he was charged the maximum monthly rent of \$1,625 for each month he remained in occupancy of the rental premises as of January 2016. No additional payments have been made against the respondent's rent account since the first one in December. I am satisfied the application of the maximum monthly rent for the months of January to June 2016 is appropriate and I find the respondent has accumulated overholding rental arrears in the amount of \$9,750.

Lock-out charge

In April 2016 the respondent locked his keys in the rental premises, necessitating a callout to the landlord's maintenance personnel to let him into the building. The flat fee charged for such callouts is \$100 plus a 10 percent administration fee and 5 percent GST. The respondent was invoiced \$115.50 for the call out, which has not been paid. I am satisfied the amount charged for the callout is reasonable and I find the respondent liable for the costs in the amount of \$115.50.

Eviction

In consideration that the tenancy agreement was terminated in accordance with the Act on December 31, 2015, the respondent remains in occupancy of the rental premises despite repeated notices to vacate, and the respondent has accumulated a substantial amount of rental arrears, I am satisfied eviction of the respondent from the rental premises is justified, as is compensation for any further use and occupation of the rental premises.

Orders

An order will issue requiring the respondent to pay overholding rental arrears in the amount of \$9,745, requiring the respondent to pay for a lock-out callout in the amount of \$115.50, evicting the respondent from the rental premises on July 1, 2016, and requiring the respondent to compensate the applicant for use and occupation of the rental premises in the amount of \$53.43 for each day he remains in the rental premises after June 30, 2016.

Adelle Guigon
Rental Officer