

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Kurt Grossetete**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the Village of Fort Simpson in the Northwest Territories**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

KURT GROSSETETE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the previous Rental Officer Order #10-12552 filed January 26, 2012, is hereby rescinded and the Respondent is ordered to pay to the Applicant rental arrears in the amount of \$24,478.80 (twenty-four thousand four hundred seventy-eight dollars eighty cents) in minimum installments of \$50 per month commencing October 1, 2013.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the Respondent shall pay his rent on time in the future.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the Respondent and the Applicant for the rental premises known as Unit 9-5SCO, 9802 - 102 Street, in Fort Simpson, Northwest Territories, shall be terminated on the second day of any month the Respondent fails to pay his rent on time and the Respondent shall vacate the rental premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of September 2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Kurt Grossetete**, 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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

KURT GROSSETETE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 13, 2013

Place of the Hearing: Fort Simpson, Northwest Territories, via Teleconference

Appearances at Hearing: Kathy Konisenta, representing the Applicant
Kurt Grossetete, Respondent

Date of Decision: September 13, 2013

REASONS FOR DECISION

Application

The Application to a Rental Officer made by Fort Simpson Housing Authority as the Applicant/Landlord against Kurt Grossetete as the Respondent/Tenant regarding a tenancy agreement for the rental premises known as Unit 9-5SCO, 9802 - 102 Street, in Fort Simpson, Northwest Territories, was received and filed by the Rental Office on July 26, 2013. The Applicant served a copy of the filed application package on the Respondent by registered mail signed for August 13, 2013.

In the application package the Applicant sought termination of the tenancy agreement for non-payment of rent as ordered by Rental Officer Order #10-12552. Evidence submitted in support of the application is listed in Appendix A attached to this order.

Hearing

A hearing was scheduled for September 13, 2013, for which the parties were served notices of attendance. Both parties appeared at hearing.

Submissions

At hearing the representative for the Applicant, Ms. Kathy Konisenta, advised that since the application was filed the Respondent had entered into a payment plan with the Applicant agreeing to pay \$50 per month towards his rental arrears plus his monthly rent of \$365. The Respondent confirmed this agreement.

Rental Officer Order #10-12552 filed January 26, 2012, rescinded a previous order of the Rental Officer and ordered payment of rental arrears accumulated to January 18, 2012, of \$15,892.80, ordering the Respondent to comply with his reporting obligations, and terminating the tenancy agreement on April 1, 2012, if the rental arrears were not paid in full. A new fixed-term tenancy agreement was entered into on April 1, 2012, to June 30, 2013.

The rental arrears accumulated between January 18, 2012, and September 3, 2013, was submitted by the Applicant as equalling \$8,586. The total rental arrears accumulated since August 1, 2008, equals \$24,478.80. The Respondent did not dispute this accounting.

The Applicant advised they wished to revise the remedy they are seeking to consist of payment of the rental arrears in installments of \$50 per month and termination of the tenancy agreement if the rent is not paid on time. The Respondent did not oppose this request and appreciated the opportunity to resolve the matter without losing his residence.

Determination

The tenancy agreement submitted into evidence was for subsidized public housing for a fixed term from April 1, 2012, to June 30, 2013, after which it reverted by law to a periodic tenancy agreement. Although Rental Officer Order #10-12552 effectively terminated the previous tenancy agreement on April 1, 2012, when the Respondent failed to pay the rental arrears in full, the April 1, 2012, tenancy agreement, in my opinion, represents a continuation of the tenancy such that the termination was not enforced by the landlord. I am satisfied that the tenancy agreement originally entered into in April 2008 has been continuous to date.

The customer aged detail is the Applicant's accounting of rent charged and payments received between April 9, 2008, and September 3, 2013. It reflects an amount owing for rental arrears of \$24,478.80. The Respondent did not dispute the customer aged detail. I am satisfied that it accurately represents payments made to date against the Respondent's rent account.

In my opinion it would not be inappropriate to rescind Rental Officer Order #10-12552 and replace it with an order that accounts for the arrears accumulated since the commencement of the tenancy, now totalling \$24,478.80.

Based on the agreed testimony of the Applicant and the Respondent, I am satisfied that a payment plan was entered into by the parties where the Respondent agreed to pay \$50 per month towards the rental arrears in addition to his assessed monthly rent.

In light of the amount of rental arrears, I am satisfied it is justified to order that if the Respondent fails to pay their future rent on time the tenancy will be terminated.

Order

An order will issue rescinding Rental Officer Order #10-12552, requiring the Respondent to pay to the Applicant rental arrears in the amount of \$24,478.80 by minimum monthly installments of \$50 commencing October 1, 2013, requiring the Respondent to pay his future rent on time, and terminating the tenancy agreement on the second day of any month the Respondent is late paying his rent.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential Tenancy Agreement dated April 1, 2012

Exhibit 2: Customer Aged Detail from April 9, 2008, to July 22, 2013

Exhibit 3: Residential Tenancy Agreement dated April 9, 2008

Exhibit 4: Customer Aged Detail from April 9, 2008, to September 3, 2013