

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and
Edgar Blake and Allison Neyando, 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 Hamlet of Fort McPherson in the Northwest
Territories**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

EDGAR BLAKE and ALLISON NEYANDO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the Respondents shall pay their rent on time in the future.
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the Respondents and the Applicant regarding the rental premises known as 0159 Andrew Kunnizzi Street in Fort McPherson, Northwest Territories, shall be terminated on November 1, 2013, and the Respondents shall vacate the rental premises on that date unless the rent has been paid on time to that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
September 2013.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

EDGAR BLAKE and ALLISON NEYANDO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 13, 2013

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

Appearances at Hearing: Betty Firth, representing the Applicant
Edgar Blake, Respondent
Allison Neyando, Respondent

Date of Decision: September 13, 2013

REASONS FOR DECISION

Application

The Application to a Rental Officer submitted by Fort McPherson Housing Association as the Applicant/Landlord against Edgar Blake and Allison Neyando as the Respondents/Tenants regarding the rental premises known as 0159 Andrew Kunnizzi Street in Fort McPherson, Northwest Territories, was received and filed by the Rental Office on July 25, 2013. The Applicant served a copy of the application package on the Respondents by registered mail signed for August 12, 2013.

The Applicant sought in the application payment of rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation post-termination. Evidence submitted in support of this application is listed in Appendix A attached to this order.

Hearing

A hearing was scheduled for September 13, 2013, for which all parties were served notices of attendance. All parties attended at hearing.

Submissions

Ms. Betty Firth, representing the Applicant, advised the Respondents had paid their rental arrears and now held a zero balance. The Applicant now only sought an order terminating the tenancy and evicting the tenant if the rent is not paid on time. Ms. Firth stated the tenancy began April 1, 2012, and that the tenants had repeatedly been late paying their rent throughout the tenancy. The Respondents did not dispute this statement. The Applicant requested an order terminating the tenancy should the Respondents fail to pay the rent on time to both mitigate future loss of rent and to motivate the Respondents to comply with their obligations.

The Respondents acknowledged their payment history and confirmed they had brought their rent account to a zero balance. They further acknowledged they understood their obligation to pay their rent on time and understood the repercussions should they fail to do so.

Determination

The tenancy agreement submitted into evidence reflects a periodic tenancy for subsidized public housing which commenced April 1, 2012. This was not disputed. I am satisfied a valid tenancy agreement exists.

The tenant ledger submitted into evidence reflects rent applied and paid between April 10, 2013, and June 28, 2013. It shows a payment of \$250 made April 10, 2013, rent applied of \$70 per month for April, May, and June 2013, and a balance owing of \$202.29. The testimony of the parties confirmed the assessed rent of \$70 per month has been unchanged since the commencement of the tenancy, and the \$250 payment represents approximately 3.5 months' rent. The parties agreed the current tenant ledger reflects a zero balance. I am satisfied based on the evidence and testimony that rent has repeatedly been paid late throughout the tenancy.

Section 41 of the *Residential Tenancies Act* (the Act) speaks to the obligation of tenants to pay rent on the dates specified by the tenancy agreement and offers remedies to the landlord when the tenant has failed to pay rent accordingly. The landlord in this instance has asked for an order to pay future rent on time and termination of the tenancy if the tenants fail to do so. Having been satisfied that the Respondents have failed to pay their rent in accordance with the Act, and that they have repeatedly failed to do so, I am satisfied there are grounds to grant the Applicant's request.

The Applicant has also requested an order to evict the Respondents should their tenancy agreement be terminated in accordance with the Act. Under these circumstances, I am satisfied an eviction order is justified.

Order

An order will issue requiring the Respondents to pay their future rent on time, and terminating their tenancy agreement on November 1, 2013, and requiring them to vacate the rental premises on that date if their rent has not been paid on time to that date.

An eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX 'A'

Exhibits

Exhibit 1: Residential Tenancy Agreement dated April 1, 2012

Exhibit 2: Demand Notice dated March 5, 2013

Exhibit 3: Termination Notice dated April 4, 2013

Exhibit 4: Tenant Ledger for April to June 2013