

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and **Wayne Greenland and Bella Greenland**, Respondents;

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, regarding a rental premises located within the **Hamlet of Fort McPherson in the Northwest Territories**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**WAYNE GREENLAND and BELLA GREENLAND**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents must pay to the landlord rental arrears in the amount of \$2,650.16 (two thousand six hundred fifty dollars sixteen cents) in monthly installments of \$200.00 (two hundred dollars), the first installment being due the 15<sup>th</sup> of March 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their 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 parties for the rental premises known as #0059 James Simon Road in Fort McPherson, Northwest Territories, will be terminated April 30, 2014, unless the assessed rent for January, February, March, and April 2014 and the installment payments of \$200 each for March and April 2014 are paid in full as of that date.

DATED at the City of Yellowknife in the Northwest Territories this 12th day of February 2014.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**WAYNE GREENLAND and BELLA GREENLAND**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 16, 2014

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

**Appearances at Hearing:** Shirley Wilson, representing the Applicant  
Wayne Greenland, representing himself as the Respondent  
Bella Greenland, representing herself as the Respondent

**Date of Decision:** February 11, 2014

**REASONS FOR DECISION**

An application to a rental officer made by Fort McPherson Housing Association as the applicant/landlord against Wayne Greenland and Bella Greenland as the respondents/tenants was filed by the Rental Office December 2, 2013. The application was made regarding a tenancy agreement for the rental premises known as #0059 James Simon Road in Fort McPherson, Northwest Territories. The applicant served a copy of the filed application package on the respondents by registered mail signed for December 9, 2013.

The applicant alleged the respondents had accumulated rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 16, 2014. Both parties were served notices of attendance. Ms. Shirley Wilson appeared representing the applicant; Mr. Wayne Greenland and Mrs. Bella Greenland appeared representing themselves as the respondents.

Ms. Wilson testified that the respondents had accumulated rental arrears as of December 5, 2013, in the amount of \$2,650.16. This amount includes extra water delivery charges of \$124.07 and \$77.74, for which invoices were submitted into evidence. Ms. Wilson did not submit a claim for the rent for January 2014 in recognition of Mr. Greenland's inability to print his income report to submit for the calculation of assessed rent; the respondents being in subsidized public housing requires the reporting of household income to determine the rent subsidy.

Mr. and Mrs. Greenland did not dispute the rental arrears and acknowledged the extra water delivery charges as their responsibility, although they did indicate they intended to obtain compensation from their daughter and another individual for the extra water delivery as the charges were originally incurred by them. Mr. Greenland stated he could start making extra payments each month towards the rental arrears of \$200, in addition to paying the assessed monthly rent, starting as early as mid-March.

Ms. Wilson was agreeable to entering into a payment plan with the respondents on the condition that a termination order become effective if either the rent or installment payments are not paid.

*Tenancy agreement*

The residential tenancy agreement entered into evidence is for subsidized public housing on a month-to-month basis starting April 1, 2012, for the rental premises known as #0059 James Simon Road in Fort McPherson, Northwest Territories. Neither party disputed the validity of the tenancy agreement and I am satisfied a valid tenancy agreement is in place.

*Rental arrears and utilities charges*

The tenancy agreement is for subsidized public housing for which rent is determined based on reported household income. Section 8 of the agreement specifies that utilities are the tenant's responsibility.

The tenant ledger card submitted into evidence is the landlord's accounting of assessed rent and payments made by the respondents between April 5 to December 31, 2013. The respondents did not dispute the contents of the tenant ledger card. I am satisfied the tenant ledger card accurately reflects payments made by the respondents between the period specified. The last payment recorded was for \$280 made December 4, 2013.

The invoices numbered 14-053 dated September 12, 2013, and 14-058 dated October 9, 2013, are for charges for extra water delivery to the rental premises totalling \$201.81. The respondents did not dispute these charges. I am satisfied the respondents are responsible for these charges as utilities costs.

Ms. Wilson made a claim for the rental arrears to December 5, 2013, including utilities, of \$2,650.16. The respondents did not dispute this amount. I find the respondents have rental arrears in the amount of \$2,650.16.

*Termination of the tenancy agreement*

The respondents have been in subsidized public housing with the applicant since November 1, 1985, and have on record six previous rental officer orders consisting primarily of requirements to pay rental arrears and pay future rent on time; all of these orders have been satisfied.

Mr. and Mrs. Greenland stated they would be able to comply with an order to make extra payments each month towards the rental arrears they carry. Ms. Wilson was not opposed to a payment plan arrangement on the condition that a termination order be issued and enforceable should the respondents fail to pay their rent or make the installment payments. I am satisfied this would be reasonable under the circumstances.

An order will issue requiring the respondents to pay rental arrears in the amount of \$2,650.16 in monthly installments of \$200 with the first installment due March 15, 2014, that future rent be paid on time, and terminating the tenancy agreement April 30, 2014, if the rent for January, February, March, and April 2014 and the monthly installments of \$200 for March and April 2014 are not paid by that date.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenant ledger card for rent from April 5 to November 21, 2013

Exhibit 2: Residential tenancy agreement - indeterminate lease dated April 1, 2012

Exhibit 3: Applicant's demand notice correspondence to respondents dated September 16, 2013

Exhibit 4: Applicant's termination notice correspondence to respondents dated October 17, 2013

Exhibit 5: Applicant's invoice number 14-053 dated September 12, 2013

Exhibit 6: Applicant's invoice number 14-058 dated October 9, 2013

Exhibit 7: Tenant ledger card for rent from November 21 to December 31, 2013