

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and **Eileen Kay**, 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, regarding a rental premises located within the **Hamlet of Fort McPherson in the Northwest Territories**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

EILEEN KAY

Respondent/Tenant

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 \$1,605.00 (one thousand six hundred five dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as #0007 James Simon Road in Fort McPherson will terminate March 31, 2014, unless the rental arrears are paid in full by that date.

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

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and **Eileen Kay**, Respondent.

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BETWEEN:

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EILEEN KAY

Respondent/Tenant

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
Eileen Kay, representing herself as the Respondent

Date of Decision: January 16, 2014

REASONS FOR DECISION

An application to a rental officer made by Fort McPherson Housing Association as the applicant/landlord against Eileen Kay as the respondent/tenant was filed by the Rental Office December 2, 2013. The application was made regarding a tenancy agreement for the rental premises known as #0007 James Simon Road in Fort McPherson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for December 13, 2013.

The applicant alleged the tenant had failed to comply with a rental officer order and had accumulated rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 16, 2014. Notices of attendance were served on both parties. Ms. Shirley Wilson appeared representing the applicant; Ms. Eileen Kay appeared representing herself as the respondent.

Ms. Wilson testified that the respondent had been a tenant of the applicant in subsidized public housing since February 6, 1999. On June 3, 2013, a rental officer order was issued requiring Ms. Kay to pay rental arrears, costs of tenant damages, future rent on time, and terminating her tenancy agreement June 30, 2013, unless the arrears were paid in full. Ms. Wilson testified that Ms. Kay had satisfied all the conditions of this order except to pay her rent on time in the future having now accumulated rental arrears in the amount of \$1,605 as of January 16, 2014. The applicant originally applied for termination of the tenancy agreement, eviction, and compensation for use and occupation.

Ms. Kay testified that she did not dispute the rental arrears, explaining that she had been in a common-law relationship and her partner had told her he had been paying \$500 per month to the rent. She only learned he had not been making these payments after it was too late. Her partner has since moved out and is no longer living with her. Ms. Kay stated she had just started a full-time job at the band office and would be able to pay her rental arrears and monthly assessed rent without difficulty.

Ms. Wilson responded she would be satisfied in the circumstances with an order for payment of the rental arrears, that future rent be paid on time, and terminating the tenancy if the rental arrears were not paid.

Tenancy agreement

Ms. Wilson testified that Ms. Kay had been a tenant of the applicant in subsidized public housing since February 6, 1999. A residential tenancy agreement submitted into evidence dated April 1, 2012, is for subsidized public housing for a periodic (month-to-month) tenancy starting April 1, 2012. Ms. Kay did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement is in place.

Rental arrears

The tenant ledger cards submitted into evidence are the landlord's accounting of assessed rent and payments made by the respondent between April 19, 2013, and January 7, 2014. Ms. Kay did not dispute the contents of the tenant ledger cards. I am satisfied the tenant ledger cards accurately represent payments made by Ms. Kay. I find Ms. Kay has accumulated rental arrears of \$1,605.

Termination of the tenancy agreement

Ms. Wilson requested an order terminating the tenancy agreement if Ms. Kay does not pay her rental arrears. She further provided evidence that Ms. Kay had failed to comply with an order of the rental officer requiring her to pay her future rent on time. Ms. Kay has a history evidenced in two rental officer orders of accumulating rental arrears, of which said orders both included conditions terminating the tenancy if the rental arrears were not paid; in both instances Ms. Kay has satisfied the requirements of the order and avoided the termination of her tenancy. She is therefore able to comply with the more consequential orders imposed on her, not paying her rent on time being the lesser offence of which Ms. Kay has shown efforts to comply with. In considering that Ms. Kay has obtained full-time employment, thereby putting her in a position to pay her arrears and potentially comply with her obligation to pay her rent on time, and considering Ms. Wilson's agreement, I find conditional termination of the tenancy is warranted in this instance.

An order will issue requiring Ms. Kay to pay rental arrears of \$1,605, to pay her rent on time in the future, and terminating the tenancy agreement March 31, 2014, unless the rental arrears are paid in full by that date.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenant ledger card for rent from April 19 to November 27, 2013

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

Exhibit 3: Rental Officer order #20-13421 dated June 3, 2013

Exhibit 4: Tenant ledger cards for rent from April 19, 2013, to January 7, 2014