

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Amanda Marlowe**, 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 community of Lutselk'e in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

AMANDA MARLOWE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$20,364.48 (twenty thousand three hundred sixty-four dollars forty-eight cents) in minimum monthly installments of \$150.00 (one hundred fifty dollars) starting in October 2014 until the rental arrears are paid in full.
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 sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 49 in Lutselk'e, Northwest Territories, will terminate March 31, 2015, unless the minimum monthly installments and monthly rents for October 2014 to March 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 25th day of September 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Amanda Marlowe**, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

AMANDA MARLOWE

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REASONS FOR DECISION

Date of the Hearing: September 23, 2014

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

Appearances at Hearing: Jessica Relucio, representing the applicant
Amanda Marlowe, respondent

Date of Decision: September 23, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Amanda Marlowe as the respondent/tenant was filed by the Rental Office July 8, 2014. The application was made regarding a subsidized public housing tenancy agreement for the rental premises known as Unit 49 in Lutselk'e, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for July 15, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears and sought an order for payment of rental arrears, for payment of future rent on time, to add Sheldon Catholique to the tenancy agreement, for conditional termination of the tenancy agreement, and for eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 23, 2014, by teleconference. Ms. Jessica Relucio appeared representing the applicant. Ms. Amanda Marlowe appeared as respondent and Mr. Sheldon Catholique was in attendance as well.

Ms. Relucio testified that Ms. Marlowe has been a tenant in subsidized public housing under the Supported Lease Program (SLP) since October 4, 2006. Ms. Marlowe began accumulating rental arrears approximately September 2009 which have now reached a total of \$20,364.48.

Ms. Marlowe did not dispute the amount of rental arrears. She did indicate that there seemed to be some recent confusion in the community about where subsidized public housing tenants could pay their rent; Ms. Marlowe had been told by the local housing authority that they could not receive rent payments any longer and that the rent must be paid either directly to the Yellowknife district office or at the local Co-op. The local Co-op apparently has been telling Ms. Marlowe she must mail her payment directly to the Yellowknife district office at her own additional expense. Ms. Relucio acknowledged there were issues in the community regarding method of payment of rent and advised Ms. Marlowe the matter should be resolved by the end of October, at which time tenants would again be able to pay their rent to the local housing authority; in the meantime, Ms. Relucio advised continuing to pay the rent at the local Co-op.

Ms. Marlowe advised she would be able to commit to a payment plan of \$150 per month in addition to her monthly assessed rent. Ms. Relucio was not opposed to the inclusion of a payment plan in an order to pay rental arrears.

The applicant further requested in the application an order adding Sheldon Catholique to the tenancy agreement. The tenancy agreement submitted into evidence is with Amanda Marlowe only. I do not have the authority under the *Residential Tenancies Act* (the Act) to order anyone to enter into a tenancy agreement.

Ms. Relucio justified her request for a conditional termination order based on the repeatedly late payments of rent – citing the last payment of \$300 was received April 2, 2014 – and the extensive amount of accumulated rental arrears.

Tenancy agreement

The residential tenancy agreement entered into evidence is between the NWT Housing Corporation and Amanda Marlowe for subsidized public housing. It is for a fixed term from October 4, 2006, to September 30, 2008, and is signed by both parties. Section 49(1) of the Act specifies a fixed-term tenancy agreement automatically renews on the last day of the fixed-term. Schedule A of the tenancy agreement specifies the rental premises as Unit 49 in Lutselk'e, Northwest Territories. Ms. Marlowe has been in continuous occupancy of the rental premises since October 4, 2006. I am satisfied a valid residential tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The statement of account and lease balance statement entered into evidence by the applicant represent the landlord's accounting of monthly assessed rent and payments received on Ms. Marlowe's rent account from October 4, 2006, to September 18, 2014. The lease balance sheet also includes a charge for tenant damages which was discussed at hearing but not applied for nor requested by the applicant. Adjusting the lease balance sheet total for the tenant damages amount, the remaining balance of \$20,364.48 is the rental arrears claimed. Ms. Marlowe did not dispute this amount, nor did she dispute the calculation of her rent account as reflected on the statements. I am satisfied the statements accurately reflect the payments received on Ms. Marlowe's account over the term of her tenancy and I find Ms. Marlowe has accumulated rental arrears of \$20,364.48. Ms. Marlowe's offer of and Ms. Relucio's agreement to the incorporation of a payment plan of \$150 per month into an order for payment of rental arrears is reasonable and will be so incorporated.

The statements and existence of rental arrears clearly indicate a repeated pattern of failing to pay rent on time. An order for payment of future rent on time is reasonable and will be so ordered.

Termination of tenancy agreement

Ms. Relucio's request for an order to terminate the tenancy agreement if Ms. Marlowe does not pay her rent on time is not unreasonable when considered against the evidence of Ms. Marlowe's failure to do just that and the extensive amount of accumulated rental arrears. I find justification to issue a conditional termination order.

An order will issue requiring Ms. Amanda Marlowe to pay rental arrears in the amount of \$20,364.48 in minimum monthly installments of \$150 starting in October 2014, to pay her rent on time in the future, and terminating her tenancy agreement on March 31, 2015, unless the minimum monthly installments and monthly rents for October 2014 to March 2015 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Statement of account as of March 31, 2012
- Exhibit 2: Lease balance statement as of July 4, 2014
- Exhibit 3: Two e-mails from Jessica Relucio to Amanda Marlowe dated March 7, 2014, and July 4, 2014
- Exhibit 4: Applicant's correspondence to respondent dated July 4, 2014
- Exhibit 5: Applicant's SLP - rent arrears correspondence to respondent dated Mach 7, 2014
- Exhibit 6: Applicant's outstanding rental arrears correspondence to respondent dated March 7, 2014
- Exhibit 7: Applicant's supported lease program correspondence to respondent dated January 29, 2014
- Exhibit 8: Applicant's outstanding rental arrears - 2nd notice correspondence to respondent dated July 9, 2008
- Exhibit 9: Applicant's outstanding rental arrears - 3rd notice correspondence to respondent dated August 11, 2008
- Exhibit 10: Applicant's payment change correspondence to respondent dated December 11, 2008
- Exhibit 11: Applicant's outstanding rental arrears correspondence to respondent dated January 9, 2009
- Exhibit 12: Emails between Amanda Marlowe and Jessica Relucio dated January 24, November 6, and December 11, 2012
- Exhibit 13: Lutselk'e Housing Authority's invoice number 0597 dated April 1, 2012

- Exhibit 14: Applicant's invoice number HCI-000011842 dated June 1, 2012
- Exhibit 15: Supported lease program agreement signed October 4, 2006
- Exhibit 16: Residential tenancy agreement signed by both parties
- Exhibit 17: Lease balance statement dated September 18, 2014
- Exhibit 18: Email from Jessica Relucio to Amanda Marlowe dated September 16, 2014