

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
JENNIFER LAFFERTY AND GEORGE OUDZI, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **COLVILLE LAKE, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

JENNIFER LAFFERTY AND GEORGE OUDZI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay applicant rent arrears in the amount of five thousand forty four dollars (\$5044.00) in monthly installments of three hundred forty five dollars (\$345.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on November 30, 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as Unit 57-R16, Colville Lake, NT shall be terminated on November 30, 2014 and the respondents shall vacate the premises on that day unless the security deposit, the rents for October and November, 2014 and the first ordered payment of the arrears in the total amount of one thousand four hundred forty five dollars (\$1445.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of October, 2014.

Hal Logsdon
Rental Officer

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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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

JENNIFER LAFFERTY AND GEORGE OUDZI

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 25, 2014
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Philip Bailey, representing the applicant Loretta Wiley, representing the applicant George Oudzi, respondent Jennifer Lafferty, respondent
<u>Date of Decision:</u>	October 14, 2014

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant stated that the premises were originally provided to the respondents in 2001 under a homeownership program. The applicant stated that there were no program or loan agreements executed and the respondents paid no rent or loan payments. In September, 2013 the respondents executed a quitclaim and the property reverted to the applicant. The applicant stated that the premises were then rented to the respondents and a tenancy agreement provided to them for execution. The applicant stated that the tenancy agreement was not executed but the respondents' income was verified and the monthly rent calculated. A letter to the respondents dated September 11, 2013 setting out the rent was provided in evidence by the applicant.

Other letters were sent to the respondents in January and April, 2014 setting out the monthly rent for the premises.

The applicant stated that a \$500 security deposit was required but had not been paid. The applicant also stated that no rent had been paid since the tenancy agreement commenced. A statement of account was provided in evidence which indicated a balance owing as at June 18,

2014 of \$4644. Included in that amount was a charge for the \$500 security deposit. The applicant stated that the rents for July (\$300), August (\$300) and September (\$300) had come due and no payments had been made resulting in a current balance of rent owing of \$5044.

As per statement	\$4644
July- Sept @ \$300/month	900
less S/D	<u>(500)</u>
Rent arrears	\$5044

The respondents stated that they did not remember receiving the September 11, 2013 letter setting out the rent but were aware that their income had been verified and resulted in a rent assessment of about \$435. They stated that they were waiting for someone to come to the community to explain the program to them before signing the tenancy agreement.

Notwithstanding the landlord's rather lacklustre efforts to execute a tenancy agreement and collect rent, I find that rent was demanded and that the respondents understood that rent was to be paid. There is a tenancy agreement between the parties, albeit verbal in nature, and in my opinion, it commenced on September 1, 2013. Since that date, there have been no payments made and rent has accrued in the amount of \$5044.

In my opinion, this tenancy agreement should only continue if the respondents pay the applicant the required security deposit, pay the monthly rent on time and begin to pay the arrears in regular monthly payments. If they are unwilling to do that then there are reasonable grounds to terminate the tenancy agreement.

I find the respondents in breach of their obligation to pay rent and their obligation to pay the required security deposit. I find the rent arrears to be \$5044 and the outstanding security deposit to be \$500.

An order shall issue requiring the respondents to pay the rent arrears in monthly installments of \$345 payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on November 30, 2014. The respondents shall also be ordered to pay the monthly rent (currently \$300) on time in the future. The tenancy agreement will be terminated on November 30, 2014 unless the following payments have been made:

Security deposit	\$500
Oct. & Nov. rent @ \$300/month	600
Arrears pmt - November	<u>345</u>
Total	\$1445

Provided the ordered payment of \$1445 is made on or before November 30, 2014, the tenancy agreement will continue and the respondents shall continue to pay the monthly rent plus the monthly arrears payment of \$345. If the ordered payment of \$1445 is not made, the tenancy agreement is terminated and the applicant may make an application seeking the full payment of any remaining balance and an eviction order if necessary.

Hal Logsdon
Rental Officer