

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and **Katy Antoine and Jean Pierre Sauvial**, 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**, Rental Officer, regarding a rental premises located within the **community of Wrigley in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

KATY ANTOINE and JEAN PIERRE SAUVIAL

Respondents/Tenants

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$11,005.81 (eleven thousand five dollars eighty-one cents).
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 will terminate September 30, 2016, and the respondents must vacate the rental premises on or before that date, unless the monthly rents for July, August, and September are paid on time and at least \$2,000 is paid towards the rental arrears.

4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties terminates September 30, 2016, in accordance with paragraph 3 of this order, the respondents will be evicted from the rental premises known as WRIG-05, Lot 28, Plan 429, in Wrigley, Northwest Territories, on October 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 4th day of July 2016.

Adelle Guigon
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 **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

KATY ANTOINE and JEAN PIERRE SAUVIAL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 9, 2016
<u>Place of the Hearing:</u>	Wrigley, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kathy Konisenta, representing the applicant
<u>Date of Decision:</u>	June 9, 2016

REASONS FOR DECISION

An application to a rental officer made by Fort Simpson Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Katy Antoine and Jean Pierre Sauvial as the respondents/tenants was filed by the Rental Office October 14, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Wrigley, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for November 17, 2015.

The applicant alleged the respondents had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears, compensation for the cost of repairs, and termination of the tenancy agreement.

A hearing was scheduled for June 9, 2016, in Wrigley, Northwest Territories. The rental officer appeared by telephone. Ms. Kathy Konisenta appeared by telephone representing the applicant. Ms. Katy Antoine and Mr. Jean Pierre Sauvial were served notices of attendance by registered mail deemed served May 23, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Ms. Antoine nor Mr. Sauvial appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing in April 2012. I am satisfied a tenancy agreement for subsidized public housing is in place between the parties in accordance with the Act.

Tenant damages

The applicant included in their application a request for payment of costs to effect repairs to the rental premises. A revised estimate of damages dated January 28, 2015, was included in the application package, with a line suggesting the tenants were vacating the premises. A quote from a contractor dated January 19, 2015, was also included in the application package. The tenants did not in fact vacate the rental premises and no evidence was provided indicating whether or not the claimed damages were repaired. At the time of the hearing, only one unpaid charge of \$132 appeared in the respondents' account for tenant damages and there were no supporting documents provided to substantiate that charge. The applicant's request for payment of costs for repairs was denied.

Rental arrears

The applicant provided into evidence lease balance statements representing the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. I am satisfied the statements accurately represent the current status of the respondents' rent account.

The statements corroborate the applicant's allegation that the respondents have been repeatedly late paying their rent and have accumulated substantial rental arrears. All monthly rents have been assessed subsidies based on reported household income. I am satisfied the respondents have failed to comply with their obligation to pay their rent on time and I find the respondents have accumulated rental arrears in the amount of \$11,005.81.

Termination of the tenancy agreement and eviction

The respondents' repeated failure to pay their rent and the substantial amount of rental arrears accumulated justify termination of the tenancy agreement and eviction of the respondents. However, the applicant's representative was receptive to affording the respondents an opportunity to pay their rent and arrears. I am satisfied termination of the tenancy and eviction conditional on whether or not the respondents pay their rent on time and make payments against the rental arrears is appropriate.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$11,005.81; to pay their future rent on time; terminating their tenancy agreement September 30, 2016, unless the monthly rents are paid on time and at least \$2,000 is paid towards the rental arrears; and evicting the respondents from the rental premises on October 1, 2016, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer