

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Autumn Sibbeston Cli, 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**, Rental Officer, regarding a
rental premises located within the **village of Fort Simpson in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

AUTUMN SIBBESTON CLI

Respondent/Tenant

ORDER and EVICTION 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 \$3,605.00 (three 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 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 respondent must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the monthly rents for July, August, and September are paid on time.

4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement is terminated in accordance with paragraph 3 of this order, the respondent will be evicted from the rental premises known as #17, 10114B - 94 Avenue, in Fort Simpson, Northwest Territories, on October 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 7th 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-

AUTUMN SIBBESTON CLI

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 13, 2016
<u>Place of the Hearing:</u>	Fort Simpson, Northwest Territories
<u>Appearances at Hearing:</u>	Kathy Konisenta, representing the applicant Autumn Sibbeston Cli, respondent
<u>Date of Decision:</u>	June 13, 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 Autumn Sibbeston Cli as the respondent/tenant was filed by the Rental Office March 3, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for April 25, 2016.

The applicant alleged the respondent had repeatedly failed to pay her rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, that future rent be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 13, 2016, in Fort Simpson, Northwest Territories. The rental officer appeared by telephone. Ms. Kathy Konisenta appeared representing the applicant. Ms. Autumn Sibbeston Cli appeared as respondent.

Tenancy agreement

The parties agreed and evidence was submitted establishing a tenancy agreement between them for subsidized public housing commencing June 17, 2012. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent's only dispute with the contents of the statements was in regard to the application of the maximum monthly rent for the month of August 2015 and the inclusion of a charge for tenant damages on March 31, 2016. The applicant's representative agreed to the manual

adjustment of the August 2015 rent from the maximum monthly rent of \$1,625 to a subsidized amount of \$160. As there was no evidence included in the application or presented at hearing to support the tenant damage charge of \$22, the applicant's representative agreed to deduct that amount from the balance. All other rents have been subsidized. I am satisfied the amended statements accurately reflect the current status of the respondent's rent account.

The statements reveal a repeated pattern of the respondent failing to pay the full amount of her rent when due throughout her tenancy. The last payment was recorded on September 28, 2015, in the amount of \$962.50. The respondent explained that she has made no further payments because she has not been working.

I find the respondent has repeatedly failed to comply with her obligation to pay her rent when due. I find the respondent has accumulated rental arrears in the amount of \$3,605.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied that termination of the tenancy agreement and eviction are justified. However, in consideration that the respondent has never been brought before a rental officer before and that she was present at the hearing to answer to the allegations, I am satisfied a termination and eviction order conditional on the respondent successfully paying the rental arrears in full and paying her rent on time each month is reasonable.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,605; to pay her future rent on time; terminating her tenancy agreement September 30, 2016, unless the rental arrears are paid in full and the monthly rents for July, August, and September are paid on time; and evicting her from the rental premises October 1, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer