

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Westlin Sabourin and Lisa Bonnetrouge, 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 **hamlet of Fort Providence in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

WESTLIN SABOURIN and LISA BONNETROUGE

Respondents/Tenants

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 41(4)(a) of the *Residential Tenancies Act*, the Respondents must pay to the Applicant rental arrears in the amount of \$225.00 (two hundred twenty-five dollars).
2. Pursuant to paragraph 41(4)(b) of the *Residential Tenancies Act*, the Respondents must pay their rent on time in the future.
3. Pursuant to paragraph 41(4)(c) and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate April 30, 2019, and the Respondents must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the subsidized rents for February, March, and April are paid on time.

4. Pursuant to paragraph 63(4)(a) and subsection 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3 of this order, the Respondents will be evicted from the rental premises known as Unit 15, Lot 46N, in Fort Providence, Northwest Territories, on or after May 1, 2019.

DATED at the City of Yellowknife in the Northwest Territories this 24th day of January 2019.

Adelle Guigon
Rental Officer

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BETWEEN:

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-and-

WESTLIN SABOURIN and LISA BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 23, 2019
<u>Place of the Hearing:</u>	Fort Providence, Northwest Territories
<u>Appearances at Hearing:</u>	Alphonsine Gargan, representing the Applicant
<u>Date of Decision:</u>	January 23, 2019

REASONS FOR DECISION

An application to a rental officer made by Fort Providence Housing Association on behalf of the Northwest Territories Housing Corporation as the Applicant/Landlord against Westlin Sabourin and Lisa Bonnetrouge as the Respondents/Tenants was filed by the Rental Office November 29, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was sent to the Respondents by registered mail deemed served December 18, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 23, 2019, in Fort Providence. The Rental Officer appeared by telephone. Alphonsine Gargan appeared representing the Applicant. Westlin Sabourin and Lisa Bonnetrouge were sent notice of the hearing by registered mail deemed served December 18, 2018. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with 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 Respondents' rent account. All rents have been subsidized and are currently assessed at \$150 per month. Either insufficient payments or no payments have been received in seven of the last 10 months of the tenancy.

I am satisfied the lease balance statements accurately reflect the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$225.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the full amount of rent due and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative's request for unconditional termination and eviction orders is denied. Given that the accumulated rental arrears are not substantial, the Respondents apparently have ways and means to pay their subsidized rent, and this is the first time the Respondents have been brought before a rental officer regarding any breaches of their tenancy agreement, to my mind the termination and eviction orders should be conditional on the Respondents paying the rental arrears in full and paying future rent on time. My intent in issuing these orders conditionally is to emphasize to the Respondents the importance of complying with their obligation to pay the full amount of their subsidized rents on time and the consequences they face should they continue failing to do so.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$225 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019, unless the rental arrears are paid in full and the subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a); ss. 83(2)).

Adelle Guigon
Rental Officer