

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BOBBIE HANSEN**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**BOBBIE HANSEN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BOBBIE HANSEN**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**BOBBIE HANSEN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 22, 2011

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Jim White, representing the applicant  
Bobbie Hansen, respondent

**Date of Decision:** March 24, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by failing to pay rent on the days it was due. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant testified that the rent for January, 2011 was not paid until January 7, the rent for February, 2011 was not paid until February 25, and the rent for March, 2011 was not paid until March 11. Copies of the rent receipts were provided in evidence. The tenancy agreement was also provided in evidence which required the monthly rent to be paid in advance. A previous order (file #10-11746, filed on November 18, 2010) required the respondent to pay future rent on time.

The respondent stated that she had a baby in late December after recently starting a new job. She stated that because of her short tenure at the job and the number of weeks she had been employed, she found herself ineligible for any maternity benefits or employment insurance. She testified that she currently had no source of income and the joint tenant was unable to pay the entire amount of the rent on time. The respondent stated that she intended to seek income assistance immediately so she would be able to pay the rent on time.

This situation is somewhat unusual. The applicant is a landlord of subsidized public housing. The applicant purchased the residential complex with existing tenants and tenancy agreements *in situ*.

Because there is no provision in the *Residential Tenancies Act* to terminate a tenancy agreement on the conversion from market housing to subsidized public housing, the applicant was obligated to continue renting to the existing tenants under the existing tenancy agreements and convert units to subsidized public housing by attrition. It is apparent that the applicant wishes to rent all of the premises in the residential complex as subsidized public housing.

The current monthly rent for the premises is \$1925, which is considerably higher than the average rent for an apartment of that size.

The tenancy agreement is made between the applicant and Bobbie Hansen and Sherris Hansen as joint tenants. The application names only Bobbie Hansen as respondent. Only Bobbie Hansen was served with a Notice of Attendance to appear at the hearing and I assume only Bobbie Hansen was served with the filed application.

Without a doubt, the respondent is in breach of both the previous order and the tenancy agreement by paying her rent after the beginning of the month in January, February and March. The tenancy agreement requires that the monthly rent be paid in advance and the previous order required her to pay future rent on time.

Section 41 of the *Residential Tenancies Act* permits a rental officer to make an order when there is a breach of the tenant's obligation to pay rent or pay rent on time. The Act sets out three possible orders.

- 41.(4) Where, on the application of a landlord, a rental officer determines that a tenant has failed to pay rent in accordance with subsection (1), the rental officer may make an order**
- (a) requiring the tenant to pay the rent owing and any penalty for late payment;**
  - (b) requiring the tenant to pay his or her rent on time in the future; or**
  - (c) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.**

In my opinion, it is open to the rental officer to determine which order should be issued or if any order should be issued. It is also my opinion, that the remedy of termination without condition should be considered when it appears from the evidence that other remedies will likely be ineffective in providing relief to the applicant.

In making this decision, I have considered the following:

1. The respondent is in breach of the previous order and the tenancy agreement by failing to pay the monthly rent on the days specified in the tenancy agreement.
2. The monthly rent is being paid, albeit late. There are no current rent arrears.
3. The quantum of rent charged is more than adequate to meet the operating costs of the unit. Therefore there are no negative financial consequences for the applicant.
4. Given the financial position of the respondent, it is likely that she will be able to access income support to assist her with timely payment of the rent in the future.
5. Only one tenant has been named in this application. While it is appropriate to file against only one joint tenant for monetary relief, it seems reasonable to name all joint tenants in an application seeking termination and eviction.

In my opinion, the termination of this tenancy is not the most appropriate remedy. The termination of this tenancy and eviction of the respondent would be more punitive than remedial. Although termination would serve to hasten the conversion of the residential complex to subsidized public housing, I do not believe that a breach of this significance should be used for that purpose. There is certainly a reasonable possibility that the breach will not occur in the future. For these reasons, the previous order to pay future rent shall stand and the request for termination and eviction is denied.

Neither party should interpret this decision to condone late payment of rent. Should late payment continue unabated, there may be reasonable grounds to consider termination as a remedy.

The application shall be dismissed.

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Hal Logsdon  
Rental Officer