

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BOBBI 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 -

BOBBI HANSEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand one hundred thirty four dollars and seventy four cents (\$2134.74).
2. 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 Apartment 103, 5114 - 53rd Street, Yellowknife, NT shall be terminated on January 25, 2012 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BOBBI 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-

BOBBI HANSEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Jim White, representing the applicant
Bobbi Hansen, respondent
Glenna Hansen, representing the respondent

Date of Decision: January 17, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by breaching a previous order to pay the monthly rent on time. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2134.74.

As I noted in a previous matter between these parties, 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 \$2125, which is considerably higher than the average rent for an apartment of that size.

The respondent stated that she was receiving full assistance for the rent through the *Income Security Program*. She stated that she had always applied for assistance in a timely manner but

the rent cheques were not always issued and provided to the landlord on or before the first of the month. She stated that the January, 2012 rent cheque was undoubtedly delayed due to the extended government holidays during which the *Income Security* offices were closed. She submitted that she had done her part to make the application and the issuance of the cheque was in the hands of *Income Security*.

The applicant submitted that it made no difference where the money came from, it was the tenant's obligation to pay it on or before the first of each month.

Reviewing the evidence submitted by the applicant, I note that *Income Security* has not paid the full amount of rent every month. In several months, *Income Security* paid only a partial amount and the respondent failed to pay the remainder on time. The respondent can not lay all the blame on the *Income Security Program* for failure to pay the monthly rent on time.

The applicant is correct in stating that the rent is due on or before the first of every month and regardless of the source of income, it is the tenant's obligation to ensure the rent is paid on time. It is also true that no practical market landlord seeks an unconditional eviction order for late payment of rent when the tenant receives full government rent assistance. Clearly, the primary motivation to evict this tenant is driven by the desire to gain possession of the premises for public housing. In my opinion, termination is only reasonable in this situation if the rent is not promptly paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2134.74 and terminating the tenancy agreement on January 25, 2012 unless that amount is paid in full. An eviction order to be effective on January 26, 2012 unless the rent arrears are paid in full shall be issued separately.

Hal Logsdon
Rental Officer