

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Allison Anderson and Micheal Byland**, 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**, Deputy Rental Officer, regarding a rental premises located within the **Village of Fort Simpson in the Northwest Territories**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**ALLISON ANDERSON and MICHEAL BYLAND**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the Respondents shall pay their rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 7th day of October 2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Allison Anderson and Micheal Byland**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**ALLISON ANDERSON and MICHEAL BYLAND**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 4, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Simpson, Northwest Territories, via Teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Betty Hardisty, representing the Applicant Jenny Kazon-Templer, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 4, 2013</b>

## **REASONS FOR DECISION**

### **Application**

The Application to a Rental Officer made by NWT Housing Corporation as the Applicant/Landlord against Allison Anderson and Micheal Byland as the Respondents/Tenants regarding the rental premises known as Lot 607, Plan 3941, in Fort Simpson, Northwest Territories, was filed in the Rental Office on August 6, 2013. The Applicant served a copy of the application on the respondents by registered mail signed for August 16, 2013.

The Applicant sought payment of rental arrears and termination of the tenancy. Evidence submitted in support of the application is listed in Appendix A attached to this order.

### **Hearing**

A hearing was scheduled for October 4, 2013. Both parties were served by registered mail with notices to appear. The Applicant appeared at hearing. The Respondents signed for their notices on September 19, 2013, but failed to appear at hearing. Pursuant to section 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in the Respondents' absence.

### **Submissions**

The Applicant advised that the Respondents were in rental arrears of \$161.68 as of July 29, 2013, which represents less than one month's rent, and that many of the Respondents' electronic funds transfer (EFT) payments were returned with insufficient funds (NSF) resulting in repeatedly late payment of rent. However, as of October 4, 2013, the Applicant indicated the Respondents had accumulated rental arrears of \$245.68 consisting of rent of \$188 each for August and September – for which EFT payments were returned NSF – and cash payments had been received September 5<sup>th</sup> of \$250, September 23<sup>rd</sup> of \$100, and September 27<sup>th</sup> of \$130.

When queried by me, the Applicant confirmed one charge listed on their Lease Balance Statement dated July 29, 2013, was for tenant damages in the amount of \$169.68. It was further confirmed the EFTs for the Respondents' monthly rent was not actually processed by the landlord until the 22<sup>nd</sup> of each month, as evidenced by the Lease Balance Statement. It was conceded that the rent for October of \$188 was not effectively late as of this hearing.

In recognition that tenant damages are not rental arrears, and in light of having only applied for and submitted evidence regarding rental arrears, the Applicant and I recalculated the rental arrears owing as follows:

Date	Description	Amount	Balance
July 29, 2013	Balance Owing per Lease Balance Statement	\$161.68	\$161.68
March 31, 2012	Less Tenant Damages Charges	-\$169.68	-\$8.00
August 2013	Assessed Rent	\$188.00	\$180.00
September 2013	Assessed Rent	\$188.00	\$368.00
September 5, 2013	Rent Payment	\$250.00	\$118.00
September 23, 2013	Rent Payment	\$100.00	\$18.00
September 27, 2013	Rent Payment	\$130.00	-\$112.00

In establishing the Respondents did not currently carry rental arrears, the Applicant revised their application to seek only an order that future rent be paid on time.

#### Determinations

The Residential Tenancy Agreement between the Applicant and Respondent is for a fixed-term tenancy from April 1, 2012, to October 31, 2013, for subsidized public housing under the Applicant's Homeownership Entry Level Program. I am satisfied a tenancy agreement exists between the parties in accordance with the Act.

The Lease Balance Statement is the Applicant's accounting of charges against and payments made by the Respondents. I am satisfied it reflects an accurate accounting of the Respondents' payments as of July 29, 2013. I further accept the Applicant's submissions regarding the payments made by the Respondents between July 29, 2013, and October 4, 2013.

The Lease Balance Statement shows repeatedly late payment of rents by the Respondents in the form of several consistent NSF EFT payments. The statement also shows the Respondents' have regularly made large payments to bring their account to a zero or credit balance.

The Lease Balance Statement includes a charge for tenant damages, which it has been established are not rental arrears and therefore cannot be considered in this application as it was not requested and supporting evidence regarding the tenant damages has not been brought forward for consideration or rebuttal by the Respondents.

I do not find the Respondents have rental arrears, and termination of the tenancy is not justified. I do find the Respondents have repeatedly been late paying their rent.

Order

An order will issue requiring the Respondents to pay their future rent on time.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential Lease Agreement

Exhibit 2: Correspondence Re: Payment Change dated May 7, 2013

Exhibit 3: HELP Assessment Results dated May 7, 2013

Exhibit 4: Lease Balance Statement dated July 29, 2013

Exhibit 5: Correspondence Re: NSF Payment on HELP Account dated June 26, 2013