

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Fawna Erasmus**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the Village of Fort Simpson in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

FAWNA ERASMUS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

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

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of October 2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Fawna Erasmus**, 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**, Deputy Rental Officer.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

FAWNA ERASMUS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2013
<u>Place of the Hearing:</u>	Fort Simpson, Northwest Territories, via Teleconference
<u>Appearances at Hearing:</u>	Betty Hardisty, representing the Applicant Jenny Kazon-Templer, representing the Applicant Fawna Erasmus, Respondent
<u>Date of Decision:</u>	October 7, 2013

REASONS FOR DECISION

Application

The Application to a Rental Officer submitted by the NWT Housing Corporation as the Applicant/Landlord against Fawna Erasmus as the Respondent/Tenant regarding the rental premises known as Lot 618, Plan 3941, in Fort Simpson, Northwest Territories, was filed by the Rental Office on August 6, 2013. The Applicant attempted to serve a copy of the filed application on the Respondent by registered mail sent August 14, 2013. The registered mail was returned to the Applicant after unsuccessful delivery on September 14, 2013. The Applicant then personally served the application on the Respondent on September 17, 2013.

The Applicant indicated in the application they were seeking payment of rental arrears and termination of the tenancy. Evidence in support of their application is listed in Appendix A attached to this order.

Hearing

A hearing was scheduled for October 4, 2013, at which both parties appeared.

Submissions

The Applicant confirmed they originally applied for payment of rental arrears and termination of the tenancy. At the time of the application the balance owing on the Lease Balance Statement was \$1,797.47. The Applicant submitted further assessed rent and payments made as of the hearing date to apply against the account - including reversed Electronic Funds Transfer (EFT) payments due to insufficient funds (NSF) - which result in a current balance owing of \$1,362.47.

The Respondent replied that she did not dispute that she carried rental arrears according to the Lease Balance Statement, except that a payment she made October 3, 2013, of \$1,040 does not yet appear on the statement. The Applicant agreed to amend the balance to reflect this payment, reducing it to \$322.47.

A review of the Lease Balance Statement revealed two charges for tenant damages totalling \$771.47. It was acknowledged by the Applicant that tenant damages are not rental arrears and therefore could not be considered in the current application. Removing this amount from the calculation of rental arrears shows the Respondent does not currently have rental arrears. The Applicant withdrew her request for an order for payment of rental arrears and her request for termination of the tenancy and requested instead an order for payment of future rent on time.

It was clarified at hearing that an application for outstanding tenant damages could still be applied for by the landlord should they wish to seek an order for payment.

Determination

The Residential Lease Agreement submitted as evidence represents a fixed-term tenancy for subsidized public housing under the Homeownership Entry Level Program (HELP) for the rental premises known as Lot 618, Plan 3941, in Fort Simpson, Northwest Territories, beginning April 1, 2012, to October 31, 2013. There was no dispute regarding the existence of a valid tenancy agreement and I am satisfied that one exists.

An updated Lease Balance Statement was submitted by the Applicant reflecting the payment made by the tenant on October 3, 2013. The Lease Balance Statement is the landlord's accounting of charges against and payments made by the tenant between April 1, 2012, and October 3, 2013. I am satisfied this statement accurately represents payments made by the Respondent to date.

The balance reflected on the Lease Balance Statement includes charges for tenant damages in the total amount of \$771.47. As this application was for payment of rental arrears and no evidence was submitted or considered regarding tenant damages, this amount was deducted from the statement balance resulting effectively in a credit of \$449.00. I find the Respondent is not carrying rental arrears and accept the Applicant's withdrawal of their request for an order for payment of rental arrears and termination of the tenancy.

The Lease Balance Statement indicates rent payments were processed by EFT consistently on the first of every month. The statement also reflects that seven of the EFTs since April 1, 2012, were returned NSF. Some payments by other than EFT were made on occasion. The pattern of payments reflected on the statement supports the repeatedly late nature of rent payments and I find an order for future rent to be paid on time is appropriate.

Order

An order will issue for the Respondent to pay her future rent on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential Lease Agreement

Exhibit 2: Correspondence Re: Payment Change dated January 17, 2013

Exhibit 3: HELP Assessment Results dated January 16, 2013

Exhibit 4: Correspondence Re: NSF Payment on HELP Account dated June 5, 2013

Exhibit 5: Correspondence Re: Outstanding Rental Arrears - 30 days dated May 21, 2013

Exhibit 6: Lease Balance Statement dated July 29, 2013

Exhibit 7: Lease Balance Statement dated October 7, 2013