

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Charmain Capot-Blanc**, 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 Hamlet of Fort Liard in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

CHARMAIN CAPOT-BLANC

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,095.50 (one thousand ninety-five dollars fifty cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as Lot 57, Plan 1186, in Fort Liard, Northwest Territories, is terminated on February 28, 2014, and the respondent must vacate the rental premises on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of December 2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Charmain Capot-Blanc**, Respondent.

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-

CHARMAIN CAPOT-BLANC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2013

Place of the Hearing: Yellowknife, Northwest Territories, via Teleconference

Appearances at Hearing: Chris Hewitt, representing the Applicant

Date of Decision: November 27, 2013

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Charmain Capot-Blanc as the respondent/tenant was filed by the Rental Office August 6, 2013. The applicant served a copy of the filed application package on the respondent by registered mail which was deemed served August 21, 2013, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The application was made with respect to a tenancy agreement for the rental premises known as Lot 57, Plan 1186, in Fort Liard, Northwest Territories. The applicant alleged the respondent had accumulated rental arrears. Evidence submitted in support of the application is listed in Appendix A attached to this order.

A hearing was scheduled for November 27, 2013. Notices of attendance were sent to the parties by registered mail sent November 5, 2013. Mr. Chris Hewitt attended representing the applicant. Ms. Capot-Blanc signed for her notice of attendance on November 13, 2013. She did not appear at hearing, nor did anyone appear to represent her. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Mr. Hewitt advised me Ms. Capot-Blanc had accumulated rental arrears in the amount of \$1,095.50 as of November 27, 2013. Referring to the tenant ledger submitted by the applicant, Mr. Hewitt confirmed the tenant's subsidized rent was assessed at \$251 per month. He submitted as well the tenant repeatedly had insufficient funds (NSF) in her bank account to support scheduled automatic withdrawals (AWD) for rent, including for the most recent AWD on November 22, 2013.

Mr. Hewitt requested an order for payment of rental arrears, that future rent be paid on time, and termination of the tenancy agreement. He justified the request for termination of the tenancy agreement based on the accumulated rental arrears and the repeatedly late payments of rent, suggesting the inability to pay the rent may be indicative of an affordability issue with respect to the type of housing Ms. Capot-Blanc is in.

Tenancy Agreement

The Homeownership Entry Level Program (HELP) is designed to assist approved applicants with the opportunity to assume the responsibilities of homeownership prior to purchasing a home. The contract requires the tenant to be directly responsible for the utilities for the rental unit while assessing subsidized rent based on the income of the tenant. A HELP contract was entered into between the parties in September 2008, requiring the tenant to enter into six-month fixed-term leases beginning October 15, 2008, and continuing for a two-year period. At the expiration of the two-year period the tenancy agreements may be for either fixed-term or month-to-month tenancies and the subsidized rent is assessed based on the income of the tenant and any occupants who are 19 years of age or older. The HELP contract also requires the tenant to provide verification of income annually, when household income changes, and when requested by the Corporation.

A residential lease agreement under HELP was submitted into evidence for subsidized public housing for the rental premises known as Lot 57, Plan 1186, in Fort Liard, Northwest Territories. This agreement was for a fixed-term starting April 1, 2012, ending October 31, 2012, after which it reverted to a month-to-month tenancy agreement. I am satisfied a valid tenancy agreement was in place.

Rental Arrears

The lease balance statement and internal ledger are the landlord's accountings of assessed rent and payments made by the tenant as of November 22, 2013. I am satisfied these ledgers accurately represent the accumulation of rental arrears against Ms. Capot-Blanc's account. These ledgers further indicate there were payments made against the account in addition to the scheduled AWDs, however, at no time since June 2012 were the additional payments sufficient to bring the account to a zero balance.

I accept the notices from the landlord to the tenant regarding re-assessed rent and NSF payments as indications the tenant was aware of the status of her account.

I find the tenant has accumulated rental arrears in the amount of \$1,095.50. In light of the ineffective effort on the part of the tenant to rectify the rental arrears and the repeatedly late payments in the form of NSF transactions, I find termination of the tenancy agreement is justified.

An order will issue requiring the tenant to pay rental arrears in the amount of \$1,095.50, to pay future rent on time, and terminating the tenancy agreement on February 28, 2014.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Homeownership Entry Level Program (HELP) Contract signed September 2008

Exhibit 2: Residential Lease Agreement

Exhibit 3: Lease Balance Statement for April 1, 2012 to July 19, 2013

Exhibit 4: Applicant's Payment Change correspondence dated June 4, 2013

Exhibit 5: HELP Assessment Results dated June 4, 2013

Exhibit 6: Applicant's NSF Payment on HELP Account correspondence dated July 8, 2013

Exhibit 7: Internal Ledger to NWT HC for November 26, 2012, to November 22, 2013