

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Donna Klondike**, 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 -

DONNA KLONDIKE

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 \$629.51 (six hundred twenty-nine dollars fifty-one cents).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as Lot 301, Plan 3919, in Fort Liard, Northwest Territories, is terminated on March 31, 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 12th day of December 2013.

Adelle Guigon
Deputy Rental Officer

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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

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DONNA KLONDIKE

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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
Donna Klondike, representing herself

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 Donna Klondike 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 signed for August 20, 2013.

The application was made with respect to a tenancy agreement for the rental premises known as Lot 301, Plan 3919, in Fort Liard, Northwest Territories. The applicant alleged the respondent had accumulated rental arrears and failed to provide required income documents. 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. Donna Klondike appeared representing herself as the respondent.

Mr. Hewitt advised me Ms. Klondike had accumulated rental arrears in the amount of \$629.51 as of November 27, 2013. Referencing the ledger submitted by the applicant, Mr. Hewitt showed that up until September 2012 Ms. Klondike actually carried a credit on her account, however, the credit was continued due to irregular bulk payments made by Ms. Klondike. Between September 2012 and May 2013 Ms. Klondike had accumulated the rental arrears which currently stand at \$629.51. Ms. Klondike has made two payments of \$250 each between December 2012 and October 2013 which have brought the rental arrears to the amount alleged.

Mr. Hewitt further advised Ms. Klondike had not provided verification of income, which is necessary to accurately assess her monthly rent. The rent for June through November was assessed at zero dollars as it was last reported Ms. Klondike had no assessable income.

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 primarily on the indication there is no reported income to the household to support the tenant's eligibility for Homeownership Entry Level Program (HELP) housing, which the tenant is currently contracted under. The existence of rental arrears and repeatedly late

payment of rent are further justification for termination of the tenancy. Mr. Hewitt suggested HELP housing is not the best option for Ms. Klondike at this stage as HELP housing contracts require the tenants to be able to cover the costs of utilities for the unit directly plus pay the subsidized rent. If Ms. Klondike is unable to pay her subsidized rent and has no household income then she is not in a financial position to satisfy the requirements of the HELP contract, let alone her tenancy agreement. He indicated there were other housing options, such as social housing, more suitable to Ms. Klondike's current situation available in the community.

Ms. Klondike did not dispute the rental arrears. She advised she had just started a full-time job three weeks previous making \$13 per hour. Ms. Klondike is a single parent of three young children. Ms. Klondike told us she didn't know where she could go but admitted the location of the house she is in now is approximately 3 miles outside of town which requires her to pay for a ride in to town for work. She also now has to pay for childcare. Ms. Klondike believed she would be able to pay off the rental arrears in full when she receives her family allowance in early December.

After some discussion, Ms. Klondike understood Mr. Hewitt's arguments and agreed a social housing unit closer to her work would be more appropriate and more affordable. Social housing would only require payment of subsidized rent, not necessarily utilities as well. Mr. Hewitt confirmed his office wants to work closely with clients in Fort Liard to identify appropriate social housing opportunities and ensure they are properly housed. Ms. Ellen McLeod of the Hamlet of Fort Liard Social Housing was present at the hearing and advised Ms. Klondike of the options available with the local social housing program and the eligibility requirements.

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 tenants. A HELP contract was entered into between the parties August 12, 2008, requiring the tenant to enter into six-month fixed-term leases beginning August 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 301, Plan 3919, 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 15, 2013. I am satisfied these ledgers accurately represent the accumulation of rental arrears against Ms. Klondike's account. Ms. Klondike did not dispute the arrears alleged. I am satisfied the ledgers accurately reflect the payments made by Ms. Klondike towards her account.

I find Ms. Klondike has accumulated rental arrears in the amount of \$629.51. In light of the rental arrears and repeatedly late payment of rent, and Ms. Klondike's ineligibility to continue in HELP housing, I find termination of the tenancy agreement is justified. An extended date for termination of the tenancy not opposed to by either party of March 31, 2014, will issue both in consideration of the winter season and to ensure Ms. Klondike has sufficient time to find alternate accommodations within the community.

An order will issue requiring Ms. Klondike to pay rental arrears in the amount of \$629.51 and terminating the tenancy agreement on March 31, 2014.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Homeownership Entry Level Program Contract signed August 12, 2008

Exhibit 2: Residential Lease Agreement

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

Exhibit 4: E-mail Conversation Re: HELP -Assessment dated June 17, 2013

Exhibit 5: E-mail Conversation Re: VOI dated June 17, 2013

Exhibit 6: Program Denial Report dated June 17, 2013

Exhibit 7: Applicant's Payment Change Correspondence dated June 17, 2013

Exhibit 8: Internal Ledger to NWTHC for September 1, 2009, to November 1, 2013