

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Caroline Widow**, 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 Tulita in the Northwest Territories**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**CAROLINE WIDOW**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e), and 83(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$4,729.02 (four thousand seven hundred twenty-nine dollars two cents) plus compensation for repairs of tenant damages in the amount of \$220.98 (two hundred twenty dollars and ninety-eight cents) totalling \$4,950 (four thousand nine hundred fifty dollars) to be paid in minimum monthly installments of \$100 (one hundred dollars) due the fifth day of each month starting December 5, 2013.

2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent must comply with her obligation to report her monthly income to the applicant as requested.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
4. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, if the respondent has not paid the rent for December 2013, January 2014, and/or February 2014, and/or has not paid the installment payments ordered in part 1 (one) above, then the tenancy agreement between the parties for the rental premises known as Unit #0049 in Tulita, 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 13th day of December 2013.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Caroline Widow**, 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:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**CAROLINE WIDOW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 29, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Tulita, Northwest Territories, via Teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Helen Squirrel, representing the Applicant Caroline Widow, representing herself</b>
<b><u>Date of Decision:</u></b>	<b>November 29, 2013</b>

**REASONS FOR DECISION**

An application to a rental officer made by Tulita Housing Association as the applicant/landlord against Caroline Widow as the respondent/tenant was filed by the Rental Office August 28, 2013. The applicant served a copy of the filed application package on the respondent by registered mail signed for September 25, 2013.

The application was regarding a rental premises known as Unit #0049 in Tulita, Northwest Territories. The applicant alleged the respondent had accumulated rental arrears and caused damages to the rental premises. Evidence submitted regarding this application is listed in Appendix A attached to this order.

A hearing was scheduled for November 29, 2013. The parties were served with notices of attendance by registered mail sent November 5, 2013. Ms. Helen Squirrel appeared representing the applicant. Ms. Caroline Widow appeared representing herself.

Ms. Squirrel stated at hearing that Ms. Widow had accumulated rental arrears in the amount of \$4,729.02 and had unpaid invoices totalling \$220.98 for repairs of tenant damages. The tenancy began January 5, 1994, for a subsidized public housing unit for which rent is assessed based on household income. Ms. Widow has been in arrears since March 2007. There have been several instances throughout the tenancy where Ms. Widow has been late reporting her household income. Ms. Squirrel advised Ms. Widow had last come in to report her income November 8, 2013, after six months without a report. The repairs to tenant damages for which Ms. Widow was invoiced were for the installation of a new master door knob on the front door in 2011 and the installation of a new master door knob on the back door in 2012.

Ms. Widow agreed with the amounts alleged for both the rental arrears and the repairs of tenant damages. She advised she anticipated receiving an estate payment in early December from which she will be able to pay the rental arrears and repairs costs in full. She stated she understood the importance of reporting her income as required and would do so. When asked, she indicated if there was a delay in receiving the expected estate monies she would be able to make monthly payments of \$100, in addition to her assessed monthly rent, to go towards the rental arrears until they are paid off in full.

Ms. Squirrel reiterated the applicant's request for an order for payment of rental arrears, compensation for repairs of tenant damages, that future rent be paid on time, and that the tenancy be terminated if Ms. Widow fails to make monthly payments towards her rental arrears.

#### *Tenancy Agreement*

Two tenancy agreements were submitted into evidence between the parties for month-to-month tenancies starting January 5, 1994, and April 26, 2006, respectively, for subsidized public housing. There was no dispute regarding this tenancy. I am satisfied a valid tenancy agreement is in place.

#### *Rental Arrears*

The lease balance statements and tenant ledger cards are the landlord's accounting of assessed monthly rent, invoices for tenant damages, and payments made by the tenant between December 16, 2005, and November 8, 2013. These accountings also reflect adjustments entered each time household income was reported and monthly rent was re-assessed accordingly. Ms. Widow did not dispute these accountings. I am satisfied the lease balance statements and tenant ledger cards accurately represent the amount Ms. Widow currently owes for rental arrears and repairs of tenant damages. I find Ms. Widow owes \$4,729.02 in rental arrears and \$220.98 in compensation for repairs of tenant damages. I also find Ms. Widow has breached her obligation to report her monthly household income as required and has repeatedly failed to pay her rent on time.

#### *Termination of the Tenancy*

Ms. Squirrel submitted in response to Ms. Widow's expectation of receiving a substantial estate payment that the applicant would still prefer to see an order incorporating a monthly payment plan into the requirement to pay the arrears and termination of the tenancy if the payment plan is not met. She posited the scenario of the estate cheque arriving possibly months later than expected, and emphasized the responsibility of the tenant to pay her rent on time. Ms. Widow did not object to the incorporation of a payment plan into the order, nor to the termination of the tenancy should she fail to pay her rent and make additional minimum monthly installment payments until the rental arrears were paid in full. In light of the substantial rental arrears and the exhibited history of irregular payments, I am satisfied a conditional termination order is justified.

An order will issue requiring Ms. Widow to: pay rental arrears in the amount of \$4,729.02 and compensation for repairs of tenant damages of \$220.98, totalling \$4,950, to be paid in minimum monthly installments of \$100 in addition to her assessed monthly rent; comply with her obligation to report her monthly household income as requested to Tulita Housing Association; pay her future rent on time; and terminating her tenancy agreement on February 28, 2014, if Ms. Widow fails to pay her rent for December 2013, January 2014, and/or February 2014, and/or fails to pay the minimum monthly installments of \$100.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Tenant Ledger Cards for April 28, 2006, to July 18, 2013
- Exhibit 2: Applicant's Invoice 1409 dated March 29, 2012, for \$102.98
- Exhibit 3: Applicant's Work Order WO-733 dated January 25, 2012, for replacement of doorknob
- Exhibit 4: Applicant's Outstanding Rental Arrears - 45 Days correspondence to respondent dated July 31, 2013
- Exhibit 5: Applicant's Outstanding Rental Arrears - 30 Days correspondence to respondent dated July 31, 2013
- Exhibit 6: Applicant's Outstanding Rental Arrears correspondence to respondent dated July 31, 2013
- Exhibit 7: Applicant's Rent Calculations for April 2012 to July 2013
- Exhibit 8: Residential Tenancy Agreement - Indeterminate Lease dated April 5, 2013
- Exhibit 9: Lease Balance Statement for April 1, 2012, to March 20, 2013
- Exhibit 10: Household Income Forms for June 2010 to March 2012
- Exhibit 11: Applicant's Rent Adjustment correspondence to respondent dated May 31, 2010
- Exhibit 12: Public Housing Subsidy Summary Reports for April 2007 to August 2009, October 2009, and December 2009 to May 2010
- Exhibit 13: Applicant's Payments for Unit #49 correspondence to respondent dated March 5, 2010
- Exhibit 14: Applicant's Adjustment for January 2010 correspondence to respondent dated January 7, 2010
- Exhibit 15: GNWT cheque stubs representing payments made to the applicant on behalf of the respondent for September and November 2009
- Exhibit 16: Applicant's Rental Arrears - \$3023.00 Payment Notice correspondence to respondent dated July 29, 2009
- Exhibit 17: Applicant's Rental Arrears - \$2991.00 Final Notice correspondence to respondent dated December 16, 2008
- Exhibit 18: Applicant's Payment Plan correspondence to respondent dated June 10, 2008
- Exhibit 19: Applicant's Rent Assessment - \$1867.00 for Month of January 2008 correspondence to respondent dated January 7, 2008
- Exhibit 20: Lease Balance Statement for December 16, 2005, to March 31, 2007
- Exhibit 21: Residential Tenancy Agreement - Indeterminate Lease dated April 26, 2006
- Exhibit 22: Residential Tenancy Agreement dated January 5, 1994
- Exhibit 23: Tenant Ledger Card for April 5 to November 8, 2013
- Exhibit 24: Applicant's Note to File dated November 8, 2013
- Exhibit 25: Applicant's Adjustments correspondence to respondent dated November 8, 2013