

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Camilla Stephanie Sanguiez**, 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 community of Jean Marie River in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

CAMILLA STEPHANIE SANGUEZ

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 \$1,644.27 (one thousand six hundred forty-four dollars twenty-seven 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 sections 45(4)(a), 45(4)(b), and 83(2) of the *Residential Tenancies Act*, the respondent must comply with her obligation to report her total household income as required by the applicant, must not breach her obligation to report her total household income again, and must report to the applicant her total household income for the 2012 and 2013 calendar years no later than February 3, 2014.
4. Pursuant to sections 41(4)(c), 45(4)(e), and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties regarding the rental premises known as Unit R5 in Jean Marie River, Northwest Territories, will be terminated March 31, 2014, and the respondent must vacate the rental premises on or before that date, unless the rental arrears are paid in full and total household income is reported for January and February 2014 before March 31, 2014.

DATED at the City of Yellowknife in the Northwest Territories this 17th day of January 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Camilla Stephanie Sanguiez**, Respondent.

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 13, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, via Teleconference
<u>Appearances at Hearing:</u>	Betty Hardisty, representing the Applicant Camilla Stephanie Sanguiez, representing herself
<u>Date of Decision:</u>	January 16, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Camilla Stephanie Sanguiez as the respondent/tenant was filed by the Rental Office August 6, 2013. The application was made regarding a tenancy agreement for the rental premises known as Unit R5 in Jean Marie River, Northwest Territories. The applicant served a copy of the filed application on the respondent by personal service August 14, 2013.

The applicant alleged the respondent had accumulated rental arrears and failed to report monthly household income as required. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 31, 2013. Both parties were served with notices of the hearing by registered mail sent October 4, 2013. Ms. Betty Hardisty appeared at hearing representing the Applicant. The respondent had not signed for her notice as of October 31, 2013. The presiding rental officer attempted to contact the respondent by telephone prior to the hearing and was told the respondent was not at that number. The presiding rental officer adjourned the matter *sine die* until the respondent could be located.

The hearing was re-scheduled for January 13, 2014. The applicant was served with the notice of hearing by registered mail signed for January 7, 2014. Ms. Betty Hardisty appeared at hearing representing the applicant. Ms. Camilla Stephanie Sanguiez, the respondent, was sent the notice of hearing by regular mail, due to the history of Canada Post's registered and trackable mail service to Jean Marie River often being significantly delayed. I contacted Ms. Sanguiez by telephone January 11, 2014, at which time she advised she had not yet received the notice. I verbally notified her of the hearing date, time, and method to connect to the call. Ms. Sanguiez appeared at the hearing as scheduled.

Ms. Hardisty testified that Ms. Sanguiez was a tenant of the NWT Housing Corporation under the Homeownership Entry Level Program and had a tenancy agreement for subsidized public housing for the rental premises known as Unit R5 in Jean Marie River, Northwest Territories. An order was issued by the Rental Officer on November 15, 2011, which required Ms. Sanguiez to pay rental arrears of \$1,665.83 in monthly installments of \$150 payable the last day of the month, to pay the balance of her security deposit of \$250, and to pay future rent on time. Ms. Hardisty alleged Ms. Sanguiez had failed to comply with the order to pay monthly installments of \$150

towards her rental arrears and to pay her assessed rent on time. Ms. Hardisty provided lease balance statements and an internal ledger to support her allegation. As well, Ms. Hardisty testified Ms. Sanguéz had not reported her household income since 2011 and the applicant was assessing her monthly rent based on that old information. The applicant had been informed Ms. Sanguéz's new husband had moved into the rental premises and, as a result, the applicant had repeatedly requested total household income to appropriately assess the subsidized rent. Ms. Hardisty requested an order for payment of the current rental arrears of \$1,644.27, termination of the tenancy, and eviction. Ms. Hardisty indicated the applicant was seeking the termination order to be effective March 31, 2014.

Ms. Sanguéz did not dispute the current amount of rental arrears and confirmed that she had not always been successful paying either her rent or the monthly installments of \$150 towards her rental arrears. She advised she was not currently working, but her husband now is in a full-time job working a 21-days-in/7-days-out shift in Norman Wells. He is expected back in Jean Marie River January 27th. Ms. Sanguéz advised she and her husband were married in June 2013 and her husband had been living with her for eight months prior to their wedding. Ms. Sanguéz accepted responsibility for her failure to comply with her obligations. While not offering it as an excuse, Ms. Sanguéz advised she had been having medical issues, including surgery, over the last several months which had occupied her time to such an extent that she has not even been able to change her name after getting married. Ms. Sanguéz and her husband had tried to attend the applicant's office while her husband was on his days off to try and deal with the tenancy issues, however, this was over Christmas and the office was closed. She said they would be able to pay off the rental arrears in three to four payments, now that her husband is working full time, and they would be attending the office when he returns from work the end of the month to address the arrears.

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 June 16, 2009, requiring the tenant to enter into six-month fixed-term leases

beginning June 19, 2009, 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 Unit R5 in Jean Marie River, Northwest Territories. This agreement was for a fixed-term starting April 1, 2012, ending April 30, 2013, after which it reverted to a month-to-month tenancy agreement. This lease agreement reiterates the tenant's obligation to provide verification of income annually, when the household income changes, and/or when requested by the applicant. I am satisfied a valid tenancy agreement is in place and that Ms. Sanguez was aware of her obligation to report her household income.

Rental arrears

The lease balance statement and internal ledger are the landlord's accounting of assessed monthly rent and payments made by the tenant. Ms. Sanguez did not dispute these documents or their accounting of payments. I am satisfied they accurately reflect payments made by Ms. Sanguez against her rent account.

Rental Officer order number 10-12393 dated November 15, 2011, ordered Ms. Sanguez to pay her rental arrears in minimum monthly installments of \$150 payable to the last day of the month, pay the balance of her security deposit, and pay her future rent on time. The internal ledger reflecting payments made by Ms. Sanguez against her account clearly indicate semi-regular payments being made, although not of individual amounts to satisfy the requirement to pay both the assessed rent for a given month and the \$150 installment by their due dates.

I find Ms. Sanguez has accumulated rental arrears of \$1,644.27, that she has repeatedly failed to pay her rent on time, and that she has failed to comply with Rental Officer order number 10-12393.

Obligation to report household income

Both the HELP contract and the residential tenancy agreement require Ms. Sanguéz to report her total household income when requested. Ms. Hardisty testified the applicant had been requesting reports of updated household income from Ms. Sanguéz for some time. Ms. Hardisty entered into evidence two pieces of correspondence to the respondent which support the applicant's allegation they had not received household income information since 2011. In correspondence dated October 1, 2012, the applicant confirmed re-assessment of Ms. Sanguéz's monthly rent based on reported income for the 2010 and 2011 calendar years. In correspondence dated July 29, 2013, the applicant reiterated that after the first two years of the HELP contract the tenant is required to report the household income for all persons 19 years or older who reside on the property, from which the monthly rent would be assessed. In this correspondence they requested the completion of a Taxpayers Consent Form, which would grant consent to the release by Canada Revenue Agency to the applicant of information from the tenant's income tax returns for the 2010, 2011, 2012, and 2013 taxation years. A signed copy of this document was not entered into evidence. Ms. Sanguéz did not dispute the allegation that she had not reported her household income for the 2012 and 2013 taxation years. I find Ms. Sanguéz has failed to comply with her obligation to report the total household income for the 2012 and 2013 taxation years.

Considering Ms. Sanguéz's personal appearance at the hearing and her explanation of her circumstances over the last year, as well as the apparent turn-around in her family's financial status with her husband's new full-time job, and balancing this against the historical pattern of behaviour evidenced by the submitted documents and testimony of Ms. Hardisty, I find justification for conditional termination of the tenancy agreement.

An order will issue for Ms. Sanguéz to pay rental arrears in the amount of \$1,644.27; to pay her future rent on time; to comply with her obligation to report household income; not to breach her obligation to report household income again; to report her household income for the 2012 and 2013 taxation years to the applicant no later than February 3, 2014; and terminating the tenancy agreement March 31, 2014, unless the rental arrears are paid in full and the household income for January and February 2013 have been reported.

I would remind the parties that should the rental arrears not be paid in full or the household income for January and February 2013 not be reported and Ms. Sanguéz has not vacated the rental premises by March 31, 2014, the applicant may file an application to a rental officer for an eviction order.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Homeownership Entry Level Program (HELP) Contract signed June 16, 2009
- Exhibit 2: Residential Lease Agreement
- Exhibit 3: Applicant's Payment Change correspondence to respondent dated October 1, 2012
- Exhibit 4: HELP Assessment Results dated September 27, 2012
- Exhibit 5: Income Verification Summary dated September 27, 2012
- Exhibit 6: Applicant's HELP Program Agreement correspondence to respondent dated July 29, 2013
- Exhibit 7: Lease Balance Statement for April 1, 2012, to October 31, 2013
- Exhibit 8: Internal Ledger to NWT HC for September 1, 2009, to July 1, 2013
- Exhibit 9: Rental Office Order #10-12393 dated November 15, 2011
- Exhibit 10: Lease Balance Statement for April 30, 2013, to October 17, 2013
- Exhibit 11: Lease Balance Statement for April 1, 2013, to January 1, 2014