

IN THE MATTER between **Tsiigehtchic Housing Association**, Applicant, and **Roxanne MacLeod**, 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 Tsiigehtchic in the Northwest Territories**.

BETWEEN:

TSIIGEHTCHIC HOUSING ASSOCIATION

Applicant/Landlord

- and -

ROXANNE MACLEOD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay rental arrears in the amount of \$11,567.73 (eleven thousand five hundred sixty-seven dollars seventy-three cents) in minimum monthly installments of \$150 to be paid starting June 1, 2014.
2. Pursuant to sections 41(4)(b) and 45(4)(a) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future and comply with her obligation to report her household income to the applicant on time and as requested.

3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for repairs costs in the amount of \$602.36 (six hundred two dollars thirty-six cents).

DATED at the City of Yellowknife in the Northwest Territories this 9th day of June 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Tsiigehtchic Housing Association**, Applicant, and **Roxanne MacLeod**, 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:

TSIIGEHTCHIC HOUSING ASSOCIATION

Applicant/Landlord

-and-

ROXANNE MACLEOD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 23, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Elaine Blake, representing the applicant Roxanne MacLeod, respondent
<u>Date of Decision:</u>	May 23, 2014

REASONS FOR DECISION

An application to a rental officer made by Tsiigehtchic Housing Association as the applicant/landlord against Roxanne MacLeod as the respondent/tenant was filed by the Rental Office February 11, 2014. The application was made regarding a residential tenancy agreement for subsidized public housing between the parties for the rental premises known as Unit #19 in Tsiigehtchic, Northwest Territories. The applicant served a copy of the filed application on the respondent by personal service February 25, 2014.

The applicant alleged in the application that the respondent had accumulated rental arrears and sought an order for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 23, 2014. Ms. Elaine Blake appeared representing the applicant; Ms. Roxanne MacLeod appeared as the respondent.

Ms. Blake testified that Ms. MacLeod has been a tenant of the applicant in subsidized public housing since December 2008. The tenancy began in Unit #21 in Tsiigehtchic and then Ms. MacLeod was transferred to Unit #19 in Tsiigehtchic in October 2011. The tenancy agreement was continuous through the occupancy of the two units and the transfer was in accordance with the terms of the tenancy agreement.

Ms. MacLeod has carried accumulated rental arrears throughout her tenancy. She has made efforts over the years to reduce her rental arrears, but progress has been slow. On February 3, 2014, Ms. MacLeod made a significant payment of \$2,700, reducing her rental arrears to \$11,878.73. As of the date of this hearing, Ms. MacLeod had successfully reduced her rental arrears to \$11,567.73. Ms. Blake acknowledged that Ms. MacLeod has made regular payments over the last several months which have slowly reduced her rental arrears.

Ms. Blake testified that Ms. MacLeod has been late on several occasions over the years with reporting her household income, which is an obligation identified in the tenancy agreement which the landlord requires in order to properly assess subsidized rent.

Ms. Blake also testified to tenant damages charges which accumulated between April and August 2009 from Unit #21. These charges have not been paid for and consist of replacing a broken toilet seat, replacing an exterior door slab and sweep, and replacing an exterior door jamb twice due to the door being kicked in; the total repairs costs claimed are \$602.36.

Ms. Blake indicated Ms. MacLeod has been in communication with her. Ms. Blake revised the applicant's request for remedy, suggesting they would be satisfied with an order for payment of rental arrears in monthly installments, that future rent be paid on time, that household income be reported on time, and that the outstanding repairs costs be paid.

Ms. MacLeod did not dispute either the current amount of rental arrears owing, that she has been late reporting her household income as required, or that the damages claimed are her responsibility. She did indicate that she is not currently making any money and that her child tax benefits are her only source of income until her maternity leave benefits take effect. In light of this information, Ms. Blake confirmed Ms. MacLeod's monthly rent would likely be assessed at the lowest amount until her income changes. Ms. MacLeod stated she could afford to pay an extra \$150 plus her assessed rent per month and would continue to make every effort to reduce her rental arrears as quickly as she could.

Tenancy agreement

The residential tenancy agreement between the parties is dated March 20, 2012, and was entered into evidence by the applicant. It is for subsidized public housing for a fixed-term from April 1, 2012, to June 30, 2012. Ms. Blake and Ms. MacLeod agreed in testimony that the tenancy agreement began in December 2008 and has been continuous since then. I am satisfied a valid tenancy agreement is in place.

Rental arrears

The tenant aged detail and the tenant ledger cards reflect the landlord's accounting of assessed rent and payments received as of February 3, 2014. Ms. MacLeod did not dispute the accuracy of the amounts reported on these documents. Ms. Blake and Ms. MacLeod agreed that additional payments had been received since these documents were generated, reducing Ms. MacLeod's rental arrears to \$11,567.73. I find Ms. MacLeod has accumulated rental arrears in the amount of \$11,567.73.

Reporting of household income

Ms. Blake testified that Ms. MacLeod has in the past failed to report her household income on time; Ms. MacLeod acknowledged this was the case and accepted responsibility for reporting her household income as required. Section 6 of the residential tenancy agreement requires the tenant to provide an accurate report of the household income, among other things, whenever and as often as the subsidy agent requests. The tenant aged detail reflects varying amounts of assessed rent each month, suggesting that the rent was assessed monthly based on the actual reported household income and suggesting that household income was expected to be reported monthly. Based primarily on the agreed testimony of the parties, I find Ms. MacLeod has failed to comply with her obligation to regularly report household income as required.

Tenant damages

Work orders #401, 404, 450, and 453 reflect the costs of labour and materials to effect the replacement of a toilet seat, replacement of an exterior door slab and sweep, and replacement of an exterior door jamb twice due to the door being kicked in, all occurring between April 21, 2009, and August 13, 2009. The total repairs costs indicated by the work orders are \$602.36. Ms. MacLeod did not dispute this claim for costs, acknowledging her responsibility for them. I find Ms. MacLeod liable for the costs of repairing damages to the rental premises in the amount of \$602.36.

An order will issue for Ms. MacLeod to pay rental arrears in the amount of \$11,567.73 in minimum monthly installments of \$150 starting June 1, 2014, to pay her rent on time in the future, to report her household income on time, and to compensate the landlord for repairs costs in the amount of \$602.36.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated March 20, 2012
- Exhibit 2: Tenant aged detail dated February 3, 2014, for rent from March 31, 2011, to January 14, 2014
- Exhibit 3: Tenant aged detail dated January 31, 2014, for rent from March 31, 2011, to January 14, 2014
- Exhibit 4: Tenant ledger card for rent from August 20, 2013, to February 3, 2014
- Exhibit 5: Tenant aged detail dated January 31, 2014, for tenant damages from March 31, 2011
- Exhibit 6: Tenant ledger card for tenant damages from April 1, 2013
- Exhibit 7: Applicant's termination notice of an indeterminate tenancy agreement correspondence to respondent dated January 31, 2014
- Exhibit 8: Applicant's termination notice of an indeterminate tenancy agreement correspondence to respondent dated January 31, 2014
- Exhibit 9: Applicant's outstanding rental arrears correspondence to respondent dated January 14, 2014
- Exhibit 10: Applicant's outstanding rental arrears correspondence to respondent dated November 29, 2013
- Exhibit 11: Agreement to pay signed by respondent on August 9, 2013
- Exhibit 12: Applicant's notice of termination - Residential Tenancy Act s. 54(1) correspondence to respondent dated July 30, 2013
- Exhibit 13: Applicant's outstanding rental arrears - 30 days correspondence to respondent dated July 25, 2013
- Exhibit 14: Applicant's outstanding rental arrears correspondence to respondent dated June 13, 2013
- Exhibit 15: Applicant's invoice #2009-161 dated June 30, 2009
- Exhibit 16: Work order #401 dated April 21, 2009
- Exhibit 17: Work order #404 dated April 28, 2009
- Exhibit 18: Work order #450 dated July 22, 2009
- Exhibit 19: Work order #453 dated August 13, 2009