

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Francis Beaverho**, 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, regarding a rental premises located within the **community of Whati in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

FRANCIS BEAVERHO

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 \$30,700.00 (thirty thousand seven hundred dollars).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 113B in Whati, Northwest Territories, will terminate November 30, 2014, and the respondent must vacate the rental premises on or before that date unless the rental arrears are paid in full.

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

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Francis Beaverho**, Respondent.

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BETWEEN:

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FRANCIS BEAVERHO

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 14, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Jessica Relucio, representing the applicant
<u>Date of Decision:</u>	October 14, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Francis Beaverho as the respondent/tenant was filed by the Rental Office June 19, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 113B in Whati, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for July 11, 2014.

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

A hearing was scheduled for October 14, 2014, by teleconference. Ms. Jessica Relucio appeared representing the applicant. Mr. Francis Beaverho was sent a notice of attendance by registered mail deemed served September 24, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act) and confirmed received by Mr. Beaverho in a telephone conversation with a rental officer on September 26, 2014. Mr. Beaverho did not appear at hearing, nor did anyone appear to represent him. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Ms. Relucio testified the respondent has been a tenant in subsidized public housing since March 1, 2012. Mr. Beaverho's payments of rent have been sporadic at best throughout the tenancy, with one payment being received between June 2012 and August 2014. Aside from one unsuccessful attempt in May 2014 to arrange for his niece to make payment arrangements on his behalf, Mr. Beaverho has made no attempts to resolve his rent arrears. Repeated efforts by the applicant to communicate with the respondent have been unsuccessful. Mr. Beaverho did not set up electronic funds transfers (EFT) to make regular payments for his rent until after this application was filed, and those payments have only been enough to cover the current assessed rent, not to reduce the rental arrears.

Ms. Relucio testified she is aware that Mr. Beaverho has been working at one of the mines for some time on a two-week-in/two-week-out rotation and is earning enough income that he should be able to pay his rental arrears. She reiterated the applicant's request for an order for payment of the rental arrears, conditional termination of the tenancy agreement, and conditional eviction if the rental arrears are not paid in full.

Tenancy agreement

The residential tenancy agreements entered into evidence by the applicant are between the parties for subsidized public housing. The agreements are for a fixed term from March 1 to December 31, 2012, after which the tenancy agreement automatically renewed as a monthly tenancy pursuant to section 49(1) of the Act. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The statement of account and lease balance statement entered into evidence by the applicant represents the landlord's accounting of monthly assessed rent and payments received on the respondent's rent account. There is an entry on the lease balance statement dated January 1, 2009 for tenant damages charges in the amount of \$930 which precedes the commencement of this tenancy and which Ms. Relucio admitted no direct knowledge of, agreeing it should be deducted from the balance of rental arrears reflected on the statement. I am satisfied the statements accurately reflect the monthly assessed rent and payments received since March 2012 for the respondent's rent account. I find the respondent has rental arrears as of this hearing date in the amount of \$30,700.

Termination of the tenancy agreement and eviction

The evidence and testimony submitted show a rent account sorely lacking in any consistent effort by the respondent to pay his rent as required by the tenancy agreement and the Act. The accumulated rental arrears are significant and to my mind termination of the tenancy agreement and eviction are justified. The applicant's offer of conditional termination and eviction based on whether or not the rental arrears are paid in full is generous and accepted.

An order will issue requiring the Mr. Francis Beaverho to pay rental arrears in the amount of \$30,700, terminating the tenancy agreement November 30, 2014, unless the rental arrears are paid in full, and evicting Mr. Beaverho from the rental premises December 1, 2014, unless the rental arrears are paid in full on or before November 30, 2014. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement dated May 26, 2014
- Exhibit 2: Lease balance statement dated November 20, 2012
- Exhibit 3: Applicant's outstanding rental arrears correspondence to respondent dated June 8, 2013
- Exhibit 4: Applicant's outstanding rental arrears correspondence to respondent dated January 24, 2014
- Exhibit 5: Applicant's documents needed to assess rent calculations correspondence to respondent dated February 7, 2014
- Exhibit 6: Applicant's outstanding rental arrears - 30 days correspondence to respondent dated March 3, 2014
- Exhibit 7: Applicant's outstanding rental arrears - 45 days correspondence to respondent dated May 26, 2014
- Exhibit 8: Residential tenancy agreement fixed term lease dated October 17, 2012
- Exhibit 9: Residential tenancy agreement fixed term lease dated February 27, 2012
- Exhibit 10: Lease balance statement dated October 6, 2014
- Exhibit 11: Statement of account dated March 31, 2012