

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and  
**Effie B. Snowshoe**, 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 **hamlet of Fort McPherson in the  
Northwest Territories**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**EFFIE B. SNOWSHOE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,510.00 (two thousand five hundred ten dollars) in minimum monthly installments of \$100.00 (one hundred dollars) starting in November 2014 until the rental arrears are paid in full.
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 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 0063 Andrew Kunnizzi Street in Fort McPherson, Northwest Territories, will terminate March 31, 2015, unless the minimum monthly installments and rents for November 2014 to March 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 24th day of October 2014.

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and  
**Effie B. Snowshoe**, 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:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**EFFIE B. SNOWSHOE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 16, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort McPherson, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Shirley Wilson, representing the applicant Effie Bella Snowshoe, respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 16, 2014</b>

**REASONS FOR DECISION**

An application to a rental officer made by Fort McPherson Housing Association as the applicant/landlord against Effie B. Snowshoe as the respondent/tenant was filed by the Rental Office August 27, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 0063 Andrew Kunnizzi Street in Fort McPherson, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 3, 2014.

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

A hearing was scheduled for October 16, 2014, by teleconference. Ms. Shirley Wilson appeared representing the applicant. Ms. Effie Bella Snowshoe appeared as respondent.

Ms. Wilson testified that Ms. Snowshoe has been a tenant in subsidized public housing since May 1998. Her accumulated rental arrears to date are at \$2,510; the last zero balance on the account was in March 2014. The monthly rent charged has been subsidized based on reported household income in accordance with the tenancy agreement. The last payment received by the landlord against Ms. Snowshoe's rent account was on September 17, 2014, for \$600; Ms. Snowshoe has made nearly monthly payments, however, the amounts have not been enough to pay her rent and reduce her arrears.

Ms. Wilson testified that Ms. Snowshoe had attended the office on September 17<sup>th</sup> and entered into an agreement to pay rental arrears in which she acknowledged her rental arrears of \$2,510 and agreed to pay \$200 per month in addition to her monthly assessed rent starting in September 2014. While Ms. Snowshoe did make a payment of \$600 on September 17<sup>th</sup>, the rent due for September was \$555, therefore, the remaining \$45 did not meet the minimum payment of \$200 she had just promised to pay in September towards her arrears and no other payments had been received as of this hearing date.

Ms. Wilson requested an order for payment of rental arrears incorporating the aforementioned payment plan, that future rent be paid on time, and terminating the tenancy agreement unless the rental arrears are paid in full. She indicated if Ms. Snowshoe could commit to paying her rental arrears the applicant would not pursue eviction.

Ms. Snowshoe acknowledged her rental arrears and accepted responsibility for them. She indicated she had left her job for some time off and was not sure when she would be returning. She also indicated the amount of rent was being assessed on both hers and her adult son's income, although her adult son has not been contributing to paying the rent. She confessed she has not spoken with her son about helping her with paying the rent. Ms. Snowshoe agreed to incorporating a minimum payment plan amount of \$100 per month into an order to pay, confirming she would be able to comply with that obligation.

#### *Tenancy agreement*

The residential tenancy agreement entered into evidence by the applicant is between the parties for a periodic tenancy for subsidized public housing starting April 1, 2012. The applicant testified the respondent has been a tenant since May 1998 and the respondent did not dispute this. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The tenant ledger card submitted into evidence by the applicant represents the landlord's accounting of assessed monthly rent and payments received against the respondent's rent account. The respondent did not dispute the accuracy of this accounting. I am satisfied the tenant ledger card accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears of \$2,510.

*Termination of tenancy agreement*

Termination of the tenancy agreement to my mind is justified by the repeated failure of the respondent to pay the full amount of her rent and resolve her rental arrears. The respondent has been before the Rental Officer previously under the same tenancy in 2010 from which an order was issued requiring payment of rental arrears, future rent on time, and termination of the tenancy agreement unless the rental arrears were paid in full. The first condition was satisfied, hence the tenancy agreement did not terminate per the third condition. However, the order remains in effect with respect to the second condition requiring the respondent to pay her future rent on time. The respondent has effectively failed to comply with an order of the rental officer. Under the circumstances of this case I am satisfied a conditional termination order will suffice again.

An order will issue requiring Ms. Effie B. Snowshoe to pay rental arrears in the amount of \$2,510 in minimum monthly installments of \$100 starting in November 2014, to pay her future rent on time, and terminating her tenancy agreement March 31, 2015, unless the minimum monthly installments and rents for November 2014 to March 2015 are paid on time.

---

Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement indeterminate lease dated April 1, 2012

Exhibit 2: Applicant's demand notice correspondence to respondent dated May 7, 2014

Exhibit 3: Applicant's termination notice registered mail correspondence to respondent dated June 13, 2014

Exhibit 4: Tenant ledger cards for rent from January 31, 2014, to July 17, 2014

Exhibit 5: Tenant ledger card for rent from April 30, 2014, to September 17, 2014

Exhibit 6: Agreement to pay rental arrears dated September 17, 2014