

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
GEORGINA CATHOLIQUE, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **LUTSEL K'E, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

GEORGINA CATHOLIQUE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
GEORGINA CATHOLIQUE, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

GEORGINA CATHOLIQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 8, 2014**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Mike Keohane, representing the applicant**
 Georgina Catholique, respondent
 Tom Beaulieu, representing the respondent

Date of Decision: **October 8, 2014**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$101,892. The statement indicates that the last payments of rent were made in August, 2010. The applicant stated that the premises had been vacant since August, 2010 and that they were currently in possession and were undertaking repairs as the unit had been allowed to freeze.

The premises were originally provided to the respondent and her former partner through a homeownership program. The couple executed a quit claim in April 2003 and the premises were then rented to the respondent as sole tenant pursuant to a four month term tenancy which commenced on November 17, 2003 and ended on March 16, 2004. The monthly rent set out in the tenancy agreement is \$1205 but the agreement contains a clause (article 2(a)) that may provide a subsidy. There is no obligation set out in the tenancy agreement requiring the tenant to report income but a letter dated November 10, 2003 from the landlord requests that the household income be reported and advises that on receipt of the information a subsidy will be calculated. Rent of \$1250 was charged in November and December, 2003 but reduced to \$56/month in January, 2004. There is no evidence that any new tenancy agreement was executed.

There is no evidence indicating that the respondent was asked to provide any income information after November 10, 2003 but the respondent stated that she had provided some income information to the landlord and was never informed as to what subsidy would be applied. No rent was assessed from January 1, 2005 to December 1, 2007. The full rent of \$1205 has been charged since January 1, 2008 to present.

The applicant stated that the respondent moved out of the premises in January, 2010 leaving her relatives to occupy the premises. In August, 2010 the applicant discovered the premises vacant. The respondent testified that she occupied the premises until November, 2009 when she left the community to go to school. She stated that she left her daughter-in-law and son, who normally resided with her, to occupy the house until she returned. She testified that she later decided that she was not going to return and her daughter-in-law and son vacated the premises in August, 2010 leaving the premises unoccupied. The applicant stated that they did not consider the premises abandoned because they were instructed not to do so as some plans were being made for family members to purchase the unit.

Section 1(3) of the *Residential Tenancies Act* sets out criteria for determining abandonment of rental premises.

- 1(3) For the purposes of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and**
- (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or**
 - (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises,**

and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

Notwithstanding the applicant's refusal to consider the premises abandoned, in my opinion, the premises were clearly abandoned in August 2010 when the premises were no longer occupied, the tenant had not expressed any intention to return and the rent was in arrears. I find that the tenancy agreement was terminated in August, 2010 by abandonment.

Section 68 of the Act sets out a time limitation on applications.

68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

This application was filed on June 19, 2014 almost four years after the tenancy agreement was terminated. The applicant submitted that the circumstances of this matter warrant the extension of this time limitation. I respectfully disagree. The efforts to make some arrangement with family members would in no way preclude the making of an application regarding the respondent's alleged rent arrears. It is clear that this matter was simply left idle. In part, the time limitation is incorporated in the Act so that issues that arise between landlords and tenants can be resolved while available evidence is reasonably current. This is particularly relevant in this case as the evidence concerning areas such as rent assessment and income reporting appear devoid of relevant, direct evidence.

For these reasons, leave to grant an extension to the time limitation set out in section 68 is denied and the application is dismissed.

Hal Logsdon
Rental Officer