

IN THE MATTER between **Fort Resolution Housing Authority**, Applicant, and  
**Tammy Cummings**, 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 hamlet of Fort Resolution in the Northwest  
Territories.**

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**TAMMY CUMMINGS**

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 \$4,555.00 (four thousand five hundred fifty-five dollars).
2. Pursuant to sections 41(4)(c) and 54(1)(g) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Plan 582, Lot 0019/08, 0037, in Fort Resolution, Northwest Territories, will terminate November 30, 2014, and the respondent must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation at a rate of \$50.79 for each day the respondent remains in the rental premises after November 30, 2014.

DATED at the City of Yellowknife in the Northwest Territories this 5th day of November 2014.

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Adelle Guigon  
Deputy Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act");

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BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

-and-

**TAMMY CUMMINGS**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 30, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Resolution, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Darrin Holmes, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 30, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Fort Resolution Housing Authority as the applicant/landlord against Tammy Cummings as the respondent/tenant was filed by the Rental Office August 20, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Plan 582, Lot 0019/08, 0037, in Fort Resolution, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for September 2, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears and sought an order for payment of 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 October 30, 2014, in Fort Resolution, Northwest Territories. Mr. Darrin Holmes appeared representing the applicant. Ms. Tammy Cummings was served a notice of attendance by registered mail signed for September 26, 2014. Ms. Cummings did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Mr. Holmes testified that Ms. Cummings has been a tenant in subsidized public housing since April 2013. Ms. Cummings has continuously carried rental arrears since taking occupancy of the rental premises, failing to make any payments for rent until October 2013. The payments received to date have been inconsistent and never for a sufficient amount to either pay the rental arrears or to pay the full amount of rent due in a given month. As of this hearing date, Ms. Cummings has also failed to report her household income for the month of September 2014 in accordance with her tenancy agreement resulting in the application of the maximum monthly rent of \$1,545 for October 2014. All previous monthly rents have been assessed a subsidy based on reported household income. The current rental arrears claimed by the applicant is \$4,555, for which the applicant is requesting an order for payment.

Mr. Holmes justified the applicant's request for termination of the tenancy agreement and eviction on the respondent's repeated failure to pay the full amount of rent when it is due. On January 31, 2014, Ms. Cummings entered into an agreement to pay rental arrears which acknowledged rental arrears at the time in the amount of \$1,485 and established a promise to pay

\$50.65 per month towards the rental arrears in addition to the monthly assessed rent starting in February 2014; her rent for February was \$580 and she only paid \$575 in February, which does not meet either her obligation to pay the rent nor her agreement to pay extra towards rental arrears. On April 11<sup>th</sup> and May 8<sup>th</sup>, Ms. Cummings was given notices of rental arrears advising her of her arrears balance and the consequences should she fail to pay. On May 12<sup>th</sup> Ms. Cummings again entered into an agreement to pay rental arrears acknowledging rental arrears at the time in the amount of \$2,760 and agreeing to pay \$150 per month towards her rental arrears in addition to her assessed monthly rent starting in May 2014; her rent for May was \$345 and she only paid \$200 in May, again neither meeting her obligation to pay the full amount of rent nor her agreement to pay extra towards rental arrears. A third notice of rental arrears was given to Ms. Cummings on June 3, 2014; a payment for \$200 was made on June 30<sup>th</sup>. On July 4, 2014, the applicant sent a notice to the respondent terminating her tenancy on August 5, 2014, in accordance with section 54(1)(g) of the Act, for repeatedly failing to pay the full amount of rent. Ms. Cummings remains in occupancy of the rental premises. Mr. Holmes also requested an order for compensation for use and occupation of the rental premises post-termination.

#### *Tenancy agreement*

The residential tenancy agreement entered into evidence by the applicant is between the parties for a periodic (monthly) tenancy starting April 1, 2013. The agreement is for subsidized public housing and is signed by both parties. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

#### *Rental arrears*

The tenant ledger cards and lease balance statements entered into evidence by the applicant represent the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. I am satisfied these statements accurately reflect the payments received against the respondent's rent account. I find the respondent has accumulated rental arrears to date in the amount of \$4,555.

*Termination of the tenancy agreement, eviction, and compensation for use and occupation*

Section 41(1) of the Act specifies the requirement for a tenant to pay rent on the dates specified in the tenancy agreement. Schedule A of the tenancy agreement specifies the rent is due the first of the month. It is clear from the statements provided into evidence the respondent has repeatedly and continuously failed to comply with her obligation to pay the full amount of her rent when it is due.

Section 54(1)(g) of the Act permits a landlord to give a tenant a notice of termination of at least 10 days where the tenant has repeatedly failed to pay the full amount of the rent or to pay the rent on the dates specified in the tenancy agreement. Section 54(4) of the Act requires a landlord who has given a notice to a tenant pursuant to section 54(1)(g) to make an application to a rental officer for an order to terminate the tenancy agreement. The landlord gave the tenant a notice pursuant to section 54(1)(g) of the Act on July 4, 2014, terminating the tenancy on August 5, 2014. The landlord complied with section 54(4) of the Act by making application to the rental officer when the tenant failed to vacate the rental premises in accordance with the termination notice. I am satisfied termination of the tenancy agreement and eviction are justified under the circumstances, as is an order for the respondent to compensate the applicant for use and occupation of the rental premises post-termination.

An order will issue requiring Ms. Tammy Cummings to pay rental arrears in the amount of \$4,555, terminating Ms. Cummings' tenancy agreement on November 30, 2014, evicting Ms. Cummings from the rental premises on December 1, 2014, and requiring Ms. Cummings to compensate the applicant for use and occupation at a rate of \$50.79 for each day she remains in the rental premises after November 30, 2014. The eviction order will follow under separate cover.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement dated August 7, 2014
- Exhibit 2: Applicant's notice of termination - Residential Tenancy Act s. 54(1) correspondence sent by registered mail to respondent dated July 4, 2014
- Exhibit 3: Applicant's outstanding rental arrears - 45 days correspondence to respondent dated June 3, 2014
- Exhibit 4: Applicant's outstanding rental arrears - 30 days correspondence to respondent dated May 8, 2014
- Exhibit 5: Applicant's outstanding rental arrears correspondence to respondent dated April 11, 2014
- Exhibit 6: Agreement to pay rental arrears dated May 12, 2014
- Exhibit 7: Agreement to pay rental arrears dated January 31, 2014
- Exhibit 8: Residential tenancy agreement indeterminate lease dated April 6, 2013
- Exhibit 9: Lease balance statement dated October 28, 2014