

IN THE MATTER between **Fort McPherson Housing Association**, Applicant, and
Shalane Pascal and James Firth, Respondents;

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 McPherson in the Northwest
Territories**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

SHALANE PASCAL and JAMES FIRTH

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 42(3)(c) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$2,815.50 (two thousand eight hundred fifteen dollars fifty cents) and call-out charges in the amount of \$50.00 (fifty dollars) for a total amount payable of \$2,865.50 (two thousand eight hundred sixty-five dollars fifty cents).
2. Pursuant to sections 45(4)(a), 45(4)(b), and 83(2) of the *Residential Tenancies Act*, the respondents must comply with their obligation to report monthly household income in accordance with section 6 of their tenancy agreement, must report their total household income for the months of July, August, and September 2014 no later than October 31, 2014, and must not breach their obligation to report household income again.

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 0085 Edward Snowshoe Street in Fort McPherson, Northwest Territories, will terminate January 31, 2015, and the respondents must vacate the rental premises on or before that date, unless the arrears in the amount of \$2,865.50 (two thousand eight hundred sixty-five dollars fifty cents) are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 6th day of November 2014.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

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-and-

SHALANE PASCAL and JAMES FIRTH

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 16, 2014
<u>Place of the Hearing:</u>	Fort McPherson, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Shirley Wilson, representing the applicant Shalane Pascal, respondent James Firth, respondent
<u>Date of Decision:</u>	October 16, 2014

REASONS FOR DECISION

An application to a rental officer made by Fort McPherson Housing Association as the applicant/landlord against Shalane Pascal and James Firth as the respondents/tenants 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 0085 Edward Snowshoe Street in Fort McPherson, Northwest Territories. The applicant personally served a copy of the filed application on the respondents September 3, 2014.

The applicant alleged in the application the respondents had failed to comply with an order of the rental officer by failing to pay future rent on time, had accumulated rental arrears, and had caused damages to the rental premises. The applicant sought an order for payment of rental arrears, compensation for the cost of repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises post-termination. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 16, 2014, in Fort McPherson, Northwest Territories. Ms. Shirley Wilson appeared representing the applicant. Ms. Shalane Pascal and Mr. James Firth appeared as respondents.

Ms. Wilson testified the respondents have been tenants in subsidized public housing since December 2012. The respondents did not dispute the tenancy agreement between the parties.

In January 2014, rental officer order #20-13840 was issued requiring the respondents to pay rental arrears in the amount of \$3,650, to pay their rent on time in the future, to comply with their obligation to report household income, and terminating the tenancy agreement February 28, 2014, unless the rental arrears were paid in full.

Although the respondents had failed to pay their rental arrears in accordance with the rental officer order, Ms. Wilson's superiors directed her to enter into a new tenancy agreement with the respondents commencing March 1, 2014, on the condition the respondents also entered into an agreement to pay the rental arrears in monthly installments. A new fixed-term tenancy agreement was entered into for March 1 to April 30, 2014. The respondents also signed an agreement to pay rental arrears on March 17, 2014, in which they acknowledged their rental arrears at the time in the amount of \$2,835 and agreed to pay \$236.25 per month towards their rental arrears in

addition to their monthly assessed rent. The respondents immediately failed to comply with this agreement and failed to pay the full amount of their monthly assessed rent when it was due. To date the last payment received at all from the respondents was on May 12, 2014, in the amount of \$140.

Ms. Wilson further testified that the respondents have failed to report their household income for the months of July, August and September 2014, and as a result they have been charged the maximum monthly rent of \$1,445 for August, September, and October 2014. She acknowledged the respondents did attend the office in August 2014 but at that time they only reported their household income up to the end of June; the respondents have not returned to the office since, either to report income or to make any payments. The current rental arrears claimed by the applicant to date are \$5,495.50.

The respondents did not dispute the rental arrears claimed, nor did they dispute their failure to comply with their obligation to report household income. Mr. Firth confirmed the household income he reported in August was for income up to the end of June. The respondents indicated they had some income in July, but no income at all for the months of August, September, and October – they have been borrowing from friends and family and have sold their vehicles to pay for food. The respondents confirmed when asked that they had not thought to apply for income assistance or welfare, and were not aware previously of the option to apply for assistance through the Homelessness Assistance Fund.

In consideration of the evidence and admissions, I find the respondents have failed to comply with an order of the rental officer by failing to pay rental arrears, failing to pay their rent on time, failing to comply with their obligation to report monthly household income, and that they have current accumulated rental arrears. In consideration of the respondents' current situation, to my mind it is appropriate to apply the minimum subsidized rent of \$70 for the months of August, September, and October rather than the maximum monthly rent; recalculation of the rental arrears results in a granted total amount of \$2,815.50. This does not in any way negate the landlord's assessment of rent subsidy based on actual reported household income, and at hearing the respondents understood that the order for payment of rental arrears only considers subsidized rent of \$70 for August, September, and October based on their sworn testimony that they had little to no income for July, August, and September, and that their rental arrears to date may actually be assessed differently after their income is reported as required.

Ms. Wilson also claimed \$103.06 for the repair of a broken exterior door knob on the front door of the rental premises on April 24, 2014, and \$50 for a call-out due to the respondents locking themselves out of the rental premises on July 5, 2014. The respondents did not dispute the call-out charge. With respect to the door knob, they indicated it had been broken for some time due to the front door habitually freezing up since the beginning of the tenancy and even after it was repaired in April it fell out after the maintenance worker left. As there was question raised to the cause of the damaged door knob, the door knob was alleged to have not been properly repaired, and Ms. Wilson did not have direct knowledge regarding the matter, the repairs claim for \$103.06 was denied without prejudice. The call-out claim of \$50 was granted.

Ms. Wilson reiterated the applicant's request for an order terminating the tenancy agreement, evicting the tenants, and requiring compensation for use and occupation post-termination, citing the respondents' failure to comply with an order of the rental officer and their repeated failure to comply with their obligations. The respondents requested another chance and time to pursue financial support through whatever resources might be available to them, including income support and the Homelessness Assistance Fund. While I appreciate and understand the rationale for the applicant's request to terminate the tenancy, a second opportunity for the respondents to prove themselves seems appropriate under the circumstances. I find justification for a conditional termination order, but not for eviction.

An order will issue requiring the respondents: to pay rental arrears in the amount of \$2,815.50; to pay compensation for call-out fees of \$50; to comply with their obligation to report monthly household income and not breach that obligation again; to report their total household income for the months of July, August, and September no later than October 31, 2014; and terminating the tenancy agreement January 31, 2015, unless the total arrears of \$2,865.50 are paid in full.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: residential tenancy agreement fixed term lease dated March 20, 2014

Exhibit 2: Tenant ledger cards for rent from April 4, 2013, to July 16, 2014

Exhibit 3: Agreement to pay rental arrears current tenants made between the parties on March 17, 2014

Exhibit 4: Applicant's invoice number 15-107 dated July 16, 2014

Exhibit 5: Northwest Territories Housing Corporation work order number TD007625 dated June 18, 2014

Exhibit 6: Tenant ledger card for rent from April 7 to September 30, 2014

Exhibit 7: Applicant's invoice number 15-127 dated August 21, 2014

Exhibit 8: Northwest Territories Housing Corporation work order number TD014541 dated August 21, 2014