

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Stella Quitte**,
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 community of Gameti in the Northwest
Territories.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

STELLA QUITTE

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 \$7,633.00 (seven thousand six hundred thirty-three dollars) in minimum monthly installments of \$150.00 (one hundred fifty dollars) starting in December 2014 and each month thereafter 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 section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 205D in Gameti, Northwest Territories, will terminate December 15, 2014.

DATED at the City of Yellowknife in the Northwest Territories this 1st day of December 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Stella Quitte**,
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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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

STELLA QUITTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2014

Place of the Hearing: Yellowknife, Northwest Territories, by teleconference

Appearances at Hearing: Gerry Cheezie, representing the applicant
Jessica Relucio, witness for the applicant
Stella Quitte, respondent

Date of Decision: November 27, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Stella Quitte as the respondent/tenant was filed by the Rental Office June 17, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 205D in Gameti, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 10, 2014.

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

A hearing was scheduled for November 27, 2014, by teleconference. Mr. Gerry Cheezie appeared as applicant and Ms. Jessica Relucio appeared as witness for the applicant. Ms. Stella Marie Quitte appeared as respondent.

Mr. Cheezie testified Ms. Quitte has been a tenant in subsidized public housing since 2010. Initially her tenancy agreements were joint tenancies with her spouse Mr. Leon Wellin. When Mr. Wellin was incarcerated in 2012, the applicant and Ms. Quitte entered into a new tenancy agreement naming Ms. Quitte as the sole tenant as of April 1, 2012. Mr. Wellin has since been released from custody and has returned to reside with Ms. Quitte.

The rental arrears claimed by the applicant total \$13,147 and have accumulated since prior to April 1, 2012. Payments throughout both the joint and sole tenancies have been sporadic and many of the electronic funds transfers (EFT) since April 1, 2012, have been returned with insufficient funds (NSF).

The applicant reiterated their request for an order for payment of the rental arrears and that future rent be paid on time. They further indicated no real interest in evicting the respondent, but rather requested the tenancy with Ms. Quitte be terminated in order to facilitate entering into a new tenancy jointly with both Ms. Quitte and Mr. Wellin.

Ms. Quitte did not dispute the rental arrears claimed, explaining financial difficulties both before Mr. Wellin was incarcerated as well as after. She indicated she is now working full time and Mr. Wellin is expecting to start receiving employment insurance benefits soon. With money now coming in regularly she expects to be able to be able to make payments towards both her rent and rental arrears. She accepted responsibility for her inactions with respect to her obligations as a tenant to pay her rent and understood the consequences.

Tenancy agreement

Four residential tenancy agreements for subsidized public housing were entered into evidence. Two of them named Stella Quitte and Leon Wellin as joint tenants; they were dated December 9, 2010 and February 27, 2011, and effectively establishing a fixed-term tenancy from December 9, 2010, to April 30, 2011; the joint tenancy was automatically renewed as a monthly tenancy on May 1, 2011, pursuant to section 49(1) of the *Residential Tenancies Act* (the Act). The other two agreements named Stella Quitte as the sole tenant; they were dated October 12, 2012, and January 2, 2013, and effectively established a fixed-term tenancy from April 1, 2012, to March 31, 2013, which was automatically renewed as a monthly tenancy on April 1, 2013, pursuant to section 49(1) of the Act.

The establishment of a sole tenancy with Stella Quitte on April 1, 2012, effectively ended the joint tenancy with Stella Quitte and Leon Wellin on March 31, 2012. Leon Wellin was no longer residing in the rental premises with Stella Quitte at the time due to his incarceration. This application to a rental officer was made against Stella Quitte only, presumably in recognition of the fact that Stella Quitte is the sole tenant in the current tenancy. I am satisfied there is a valid tenancy in place between the NWT Housing Corporation and Stella Quitte as of April 1, 2012, in accordance with the Act.

I am satisfied the joint tenancy agreement between the NWT Housing Corporation and Stella Quitte and Leon Wellin ended March 31, 2012. Section 68(1) of the Act specifies an application to a rental officer must be made within six months after the breach of an obligation under the Act or the tenancy agreement arose. An order for the payment of the rental arrears accumulated up to March 31, 2012, under the joint tenancy agreement could have been applied for no later than September 30, 2012. I am not satisfied it is appropriate to extend the time for the making of an application by two years. I will not be considering the rental arrears accumulated prior to April 1, 2012, in this application.

Rental arrears

The lease balance statement entered into evidence reflects the landlord's accounting of monthly rent and payments made against the respondent's account. An error entry was noted on the last page of the lease balance statement. The line item dated October 31, 2014, described as "Aug, Sept, Oct Rent Chq8808 Community Gov. of Gameti" applied a charge of \$450 against the respondent's rent account. It was clarified after discussions with the applicant's accounting department and confirmation from respondent that a payment of \$450 had actually been received against Ms. Quitte's rent account and that it had been entered into the accounting system incorrectly. The lease balance statement was amended to reflect a deduction in the rental arrears to \$13,147.

The lease balance statement also included rental arrears accumulated as of March 31, 2012, under the joint tenancy in the amount of \$6,784 and two rent scale subsidy adjustment credits for December 2010 and January 2011 rents in the total amount of \$1,270; the adjustment credits should appropriately be applied against the rental arrears accumulated as of March 31, 2012, and result in adjusted rental arrears under the joint tenancy of \$5,514. As I am not considering the rental arrears accumulated under the joint tenancy, the amount of \$5,514 must be deducted from the amended rental arrears balance of \$13,147 reflected on the lease balance statement so as to reflect rental arrears accumulated since April 1, 2012, when Ms. Quitte's sole tenancy began. I find Ms. Quitte has currently accumulated rental arrears in the amount of \$7,633. I accept Ms. Quitte's assurance that she is now in a position to make monthly payments of \$150 towards her rental arrears in addition to paying her monthly assessed rent and will incorporate a payment plan into an order for payment of the rental arrears.

Ms. Quitte was reminded at hearing that just because I am only issuing an order for payment of rental arrears accumulated since April 1, 2012, it does not mean she and Mr. Wellin do not have rental arrears from their previous joint tenancy. It just means I cannot issue an order for them to pay the old rental arrears. I suggested to her it would be prudent to consider ways to pay the old rental arrears as well as the new ones, while still making her forthcoming monthly rental payments on time.

Termination of the tenancy agreement

The applicant's request for termination of the tenancy to facilitate negotiation of a joint tenancy agreement rather than to actually evict the respondent from the rental premises is reasonable under the circumstances. Termination of the tenancy is justified at any rate in consideration of the significant rental arrears and repeated failure to pay the full amount of rent when it is due.

An order will issue requiring Ms. Stella Quitte to pay rental arrears in the amount of \$7,633 in minimum monthly installments of \$150 starting in December 2014, to pay her rent on time in the future, and terminating the tenancy agreement December 15, 2014.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement dated June 16, 2014

Exhibit 2: Lease ledger dated June 16, 2014

Exhibit 3: Statement of account as at March 31, 2012

Exhibit 4: Email conversation between Ioan Astle and Michael Keohane dated June 10, 2104

Exhibit 5: Respondent's correspondence to applicant dated January 5, 2012

Exhibit 6: Residential tenancy agreements between the applicant and respondent dated: October 12, 2012; January 2, 2013;

Exhibit 7: Residential tenancy agreements between the applicant and tenants Stella Quitte and Leon Wellin dated: December 9, 2010; February 27, 2011

Exhibit 8: Lease balance statement dated November 28, 2014