

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Pauline Bertrand and Christina Lomen**, 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 Liard in the Northwest Territories**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**PAULINE BERTRAND and CHRISTINA LOMEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$2,043.00 (two thousand forty-three dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their 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 regarding the rental premises known as Unit 78, Plan 1186, in Fort Liard, Northwest Territories, will terminate March 31, 2015, unless the rental arrears are paid in full and the rents for February and March 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 20th day of January 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Pauline Bertrand and Christina Lomen**, Respondents.

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-

**PAULINE BERTRAND and CHRISTINA LOMEN**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 20, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Betty Hardisty, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 20, 2015</b>

**REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Pauline Bertrand and Christina Lomen as the respondents/tenants was filed by the Rental Office October 15, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 78, Plan 1186, in Fort Liard, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for November 21, 2014.

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

A hearing was originally scheduled for November 19, 2014, by teleconference, however, due to lack of confirmation of service of documents the hearing was adjourned sine die. It was rescheduled to January 20, 2015, by teleconference. Ms. Betty Hardisty appeared representing the applicant. Ms. Pauline Bertrand and Ms. Christina Lomen were served notices of attendance by registered mail signed for December 30, 2014. Neither Ms. Bertrand nor Ms. Lomen appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Hardisty testified the respondents have been tenants in subsidized public housing since September 2010. They have made inconsistent payments against their rent account throughout their tenancy, although they have had periods during which the rent payments kept their account in good standing. In the last nine months of the tenancy the respondents have made four payments; the last payment was received on November 17, 2014. The rental arrears have accumulated to the amount of \$2,043. Ms. Hardisty was in contact with Ms. Lomen in December to remind her of her obligations. No subsequent effort to communicate or make payments has been made by the respondents. As a consequence of the respondents' repeated failure to pay the full amount of rent when it is due and the amount of accumulated rental arrears, the applicant is seeking not only payment of rental arrears and that future rent be paid on time but also termination of the tenancy.

*Tenancy agreement*

The residential lease agreement and internal ledger entered into evidence by the applicant, along with Ms. Hardisty's testimony, establish a residential tenancy agreement for subsidized public housing between the parties at the rental premises known as Unit 78, Plan 1186, in Fort Liard, Northwest Territories, starting in September 2010. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The internal ledger and lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rent and payments received against the respondents' rent account. I am satisfied they accurately reflect the current status of the respondents' rent account and the historical pattern of payments made by the respondents. I find the respondents have failed to comply with their obligation to pay the full amount of their monthly rent when it is due and have accumulated rental arrears in the amount of \$2,043.

*Termination of the tenancy agreement*

Having determined the respondents have failed to comply with their obligations and substantially breached their tenancy agreement, I find justification for termination of the tenancy agreement. However, the respondents have exhibited an ability in the past to successfully comply with their obligation to keep their rent account in good standing and as such I am prepared to order a conditional termination order subject to the payment of the full amount of rental arrears and monthly rent being paid on time.

An order will issue requiring Ms. Pauline Bertrand and Ms. Christina Lomen to pay rental arrears in the amount of \$2,043, to pay their rent on time in the future, and terminating their tenancy agreement on March 31, 2015, unless the rental arrears are paid in full and the rents for February and March 2015 are paid on time.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Applicant's Homeownership Entry Level Program (HELP) correspondence to respondents dated January 27, 2014
- Exhibit 2: E-mail conversation between Jennifer Vachon and Betty Hardisty dated January 27-29, 2014
- Exhibit 3: Applicant's payment change correspondence to respondents dated January 29, 2014
- Exhibit 4: Applicant's payment change correspondence to respondents dated January 24, 2014
- Exhibit 5: Residential lease agreement
- Exhibit 6: Internal ledger to NWTHC dated September 30, 2014
- Exhibit 7: Lease balance statement dated September 29, 2014
- Exhibit 8: Lease balance statement dated September 29, 2014
- Exhibit 9: Internal ledger to NWTHC dated November 19, 2014
- Exhibit 10: Lease balance statement dated January 19, 2015