

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Jacinta Grandjambe and Marcel Grandjambe**, 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 charter community of Fort Good Hope in the Northwest Territories**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**JACINTA GRANDJAMBE and MARCEL GRANDJAMBE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. This application is dismissed.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of January 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Jacinta Grandjambe and Marcel Grandjambe**, 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-

**JACINTA GRANDJAMBE and MARCEL GRANDJAMBE**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 4, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Loretta Wiley, representing the applicant Marcel Grandjambe, respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 4, 2014</b>

**REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Jacinta Grandjambe and Marcel Grandjambe as the respondents/tenants was filed by the Rental Office October 22, 2014. The application was made regarding a former subsidized public housing residential tenancy agreement for the rental premises known as Lot 246, Plan 3901, in Fort Good Hope, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for November 7, 2014.

The applicant alleged the respondents had accumulated rental arrears and requested an order for payment. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for December 4, 2014, by teleconference. Ms. Loretta Wiley appeared representing the applicant. Mr. Marcel Grandjambe appeared as respondent and representing Ms. Jacinta Grandjambe.

The tenancy in question ended in September 2010. The applicant claimed rental arrears totalling \$2,399.17, however, I noticed post-hearing an accounting entry error on the statement of account submitted into evidence. The security deposit of \$530.77 was applied as a debit rather than credit on March 31, 2011. The actual accumulated rental arrears as of September 30, 2010, was \$1,868.40. The security deposit of \$530.77 applied as a credit against the rent account reduces the rental arrears to \$1,337.63 as of March 31, 2011. No correspondence or communication was exchanged between the parties between September 2010 and September 2013. In September 2013 the applicant sent the respondents a notice requesting to negotiate a payment plan to resolve the rental arrears; the notice did not identify either the rental premises to which the rental arrears applied or the amount of the rental arrears. No other notices, correspondences, or communications were subsequently documented.

At hearing Mr. Grandjambe indicated he was not aware they still had rental arrears to pay until he received the application to a rental officer. The respondents have since made three payments totalling \$800.

Section 68(1) of the *Residential Tenancies Act* (the Act) specifies that an application to a rental officer must be made within six months after the breach of an obligation or the situation referred to in the application arose. Section 68(3) of the Act permits a rental officer to extend the time for the making of an application where the rental officer is of the opinion that it would not be unfair to do so. In this case, the tenancy agreement ended four years ago, the landlord did not file an application with a rental officer within six months, and the landlord did not pursue communication with the respondents to resolve the alleged rental arrears for three years. The respondent testified he was not even aware he had rental arrears until receipt of the filed application. To my mind it would be unfair to extend the time for the making of this application and as such it is dismissed.

A caution was made to the parties that although this application could not proceed before a rental officer it does not mean that the respondents do not have rental arrears. It just means that an enforceable order cannot be considered by the rental officer under the Act.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Statement of account as at October 21, 2013
- Exhibit 2: Applicant's arrears repayment plan correspondence to respondents dated September 10, 2013
- Exhibit 3: Arrears payment plan between the parties dated August 10, 2010
- Exhibit 4: Residential lease agreement
- Exhibit 5: Residential lease agreement
- Exhibit 6: Residential lease agreement
- Exhibit 7: Residential lease agreement
- Exhibit 8: Residential lease agreement
- Exhibit 9: Residential lease agreement
- Exhibit 10: Lease balance statement dated December 3, 2014