

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Jeanette Lockhart**, Respondent;

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, regarding a rental premises located within the **community of Lutselk'e in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

JEANETTE LOCKHART

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 \$3,131.00 (three thousand one hundred thirty-one dollars).
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 45(4)(a) of the *Residential Tenancies Act*, the respondent must comply with her obligation to give written notice prior to leaving the rental premises unoccupied for greater than seven days in accordance with section 18 of her tenancy agreement.

4. 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 Unit 198 in Lutselk'e, Northwest Territories, will terminate on March 31, 2015, unless the rental arrears of \$3,131.00 (three thousand one hundred thirty-one dollars) are paid in full by that date and the rent for March 2015 is paid in full and on time.

DATED at the City of Yellowknife in the Northwest Territories this 17th day of February 2015.

Adelle Guigon
Deputy Rental Officer

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-and-

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REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | February 17, 2015 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories, by teleconference |
| <u>Appearances at Hearing:</u> | Jessica Relucio, representing the applicant Jeanette Lockhart, respondent |
| <u>Date of Decision:</u> | February 17, 2015 |

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Jeanette Lockhart as the respondent/tenant was filed by the Rental Office December 4, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 198 in Lutselk'e, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for December 22, 2014.

The applicant alleged the respondent had accumulated rental arrears and had failed to comply with an order of the rental officer by failing to pay her monthly rent on time and failing to give written notice prior to leaving the rental premises unoccupied for greater than seven days. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for February 17, 2015, by teleconference. Ms. Jessica Relucio appeared representing the applicant. Ms. Jeanette Lockhart appeared as respondent.

Ms. Relucio testified that Ms. Lockhart had failed to comply with rental officer order number 10-14086 and had accumulated rental arrears. Rental officer order number 10-14086 was rendered June 18, 2014, at a hearing attended by both Ms. Relucio and Ms. Lockhart. It required Ms. Lockhart to pay her future rent on time and to comply with her obligations to notify the landlord in writing prior to leaving the rental premises unoccupied for more than seven days and not to breach that obligation again, and to provide the landlord with income verification in accordance with her tenancy agreement. At that hearing, the landlord's request for an order for payment of rental arrears was denied until the monthly rent could be re-assessed based on household income for the months prior to April 2014.

Ms. Relucio confirmed Ms. Lockhart provided the income verification information required. As a result, Ms. Lockhart's monthly rent for the months of April 2012 to March 2014 was re-assessed to zero dollars. Ms. Lockhart's monthly rent since April 2014 had previously been re-assessed under the Homeownership Entry Level Program to \$300. Ms. Lockhart made two payments against her rent account after the hearing held in June 2014: \$300 on August 26, 2014, and \$200 on November 18, 2014. Ms. Relucio emphasized the terms of the tenancy agreement stating that monthly rent is due the first of the month. Ms. Lockhart's rental arrears as of this hearing date

have accumulated to \$3,131. Ms. Lockhart did not dispute the amount of rental arrears claimed, nor did she dispute failing to pay the full amount of her rent each month. She advised she has just started working again after returning from college and believes she can have the rental arrears cleared in a short period of time. I find the respondent has accumulated rental arrears in the amount of \$3,131 and that the respondent has failed to comply with the rental officer order to pay her future rent on time.

Ms. Relucio indicated Ms. Lockhart did not give written notice to the landlord prior to leaving the rental premises unoccupied to attend college in Fort Smith, resulting in a breach of section 18 of her tenancy agreement and non-compliance with rental officer order number 10-14086. Ms. Lockhart said she had notified the landlord by email that she had returned to college after arriving in Fort Smith, claiming she did not understand her obligation was to notify the landlord before leaving the rental premises in Lutselk'e. She also confirmed that she has ceased her studies and returned to Lutselk'e with her daughter with no intent to return to college in the foreseeable future. Their desire is to remain in Lutselk'e. A review of the matters that were discussed at the June 2014 hearing was had, with renewed emphasis on the importance of complying with her obligations as a tenant. I find the respondent has failed to comply with her obligation to give written notice of her intent to leave the rental premises unoccupied for greater than seven days and, consequently, has failed to comply with an order of the rental officer.

Ms. Relucio reiterated the applicant's request for an order including termination of the tenancy and eviction, citing Ms. Lockhart's continued non-compliance after being brought before the rental officer once before as an aggravating factor. Ms. Lockhart pleaded not to lose her home, arguing she was now working and would have no problem with meeting her obligations, and that she now understood she had to notify the landlord in writing *before* leaving the rental premises unoccupied for longer than seven days. Ms. Lockhart assured the rental officer she could have the rental arrears paid before the end of March and have her monthly rent of \$300 paid on time.

The circumstances as they are with the breaches and rental arrears justify termination of the tenancy. However, in consideration of the respondent's personal circumstances and assurances, I find a strict conditional termination order warranted. I would reiterate for Ms. Lockhart's benefit the potential consequences if she again fails to comply with her obligations as a tenant include unconditional termination of the tenancy and eviction.

An order will issue requiring Ms. Jeanette Lockhart to pay rental arrears in the amount of \$3,131, to pay her rent on time in the future, to comply with her obligation to give written notice to the landlord prior to leaving the rental premises unoccupied for more than seven days, and terminating the tenancy agreement March 31, 2015, unless the rental arrears are paid in full and the rent for March 2015 is paid in full and on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement dated November 28, 2014
- Exhibit 2: Applicant's correspondence to respondent dated November 26, 2014
- Exhibit 3: Email conversation between Jessica Relucio and Jeanette Lockhart dated November 28, 2014
- Exhibit 4: Applicant's Unit 198 - payment request - HELP Program correspondence to respondent dated November 6, 2014
- Exhibit 5: Email from Jessica Relucio to Jeanette Lockhart dated September 30, 2014
- Exhibit 6: Applicant's Unit 198 - payment request - HELP Program correspondence to respondent dated July 31, 2014
- Exhibit 7: Email from Jessica Relucio to Jeanette Lockhart and Mary-Rose Casaway dated July 31, 2014
- Exhibit 8: Rental officer order number 10-14086 dated June 20, 2014
- Exhibit 9: Lease balance statement as of February 16, 2015
- Exhibit 10: Lease balance statement as of February 17, 2015