

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Lucy Beaverho**, 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 Whati in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

LUCY BEAVERHO

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 \$12,597.50 (twelve thousand five hundred ninety-seven dollars fifty cents) in minimum monthly installments of \$300.00 (three hundred dollars) starting in March 2015 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 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 1118 in Whati, Northwest Territories, will terminate August 31, 2015, unless the minimum monthly installments and monthly rents for March to August 2015 are paid on time.
4. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent must comply with her obligation to report total household income in accordance with section 6 of her residential tenancy agreement.

DATED at the City of Yellowknife in the Northwest Territories this 4th day of March 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Lucy Beaverho**, 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.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

LUCY BEAVERHO

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 24, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Jessica Relucio, representing the applicant Lucy Beaverho, respondent
<u>Date of Decision:</u>	February 24, 2015

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Lucy Beaverho as the respondent/tenant was filed by the Rental Office December 18, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 1118 in Whati, Northwest Territories. The applicant personally served a copy of the filed application on the respondent January 15, 2015.

The applicant alleged the respondent had accumulated rental arrears and had been repeatedly late paying the full amount of the rent when due. They 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 scheduled for February 24, 2015, by teleconference. Ms. Jessica Relucio appeared representing the applicant. Ms. Lucy Beaverho appeared as respondent.

The parties agreed that a residential tenancy agreement for subsidized public housing was in place between them for the rental premises identified as Unit 1118 in Whati, Northwest Territories.

Ms. Relucio testified that several attempts to communicate with Ms. Beaverho throughout the tenancy regarding accumulated rental arrears have been unsuccessful. Between April 2012 and March 2014 only four payments were received against Ms. Beaverho's rent account totalling \$2,426.50, including a payment of \$172.50 made by the GNWT on her behalf. In February 2013 Ms. Beaverho signed a promissory note agreeing to make monthly payments towards her rental arrears; she did not comply with the note. In April 2014 pre-authorized payments were arranged through electronic funds transfer (EFT) which stopped in June 2014; between April and June, of the six scheduled EFT payments only three of them were successful. Payments were subsequently received in September, October, and November 2014, and January 2015. The current accumulated rental arrears total \$12,597.50.

Ms. Relucio also testified that Ms. Beaverho is required to report her total household income monthly in order to facilitate calculation of any rent subsidies she might be eligible for under the subsidized public housing program. Although Ms. Beaverho is currently up to date in reporting her total household income, she has been late filing the reports and Ms. Relucio indicated that she usually has to call Ms. Beaverho monthly to remind her to file; the applicant's practice to call tenants is a courtesy and not required as the tenants are informed at the start of and throughout the tenancy when their household income reports are due.

In consideration of the significant rental arrears, Ms. Relucio requested an order for payment of the rental arrears, that future rent be paid on time, and that a conditional termination order issue. She also asked for an order requiring Ms. Beaverho to comply with her obligation to report her total household income monthly.

Ms. Beaverho did not dispute the allegation of rental arrears and acknowledged the amount claimed. She advised that she is now working for the GNWT in a part-time casual position which she is hopeful will revert to a full-time position in August. She is expecting a residential school payment from which she will make a substantial payment against her rental arrears. She admitted she is the only one in the household currently working; her two adult sons live with her – the younger one is in high school and the older one is not working but looking for seasonal employment. Ms. Beaverho was able to commit to making regular monthly payments towards the rental arrears in addition to the monthly assessed rent. Ms. Relucio was receptive to incorporating a payment plan into an order for payment.

Tenancy agreement

The residential tenancy agreements entered into evidence establish a tenancy agreement between the parties for subsidized public housing starting April 1, 2006. The parties did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears and reporting of household income

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the lease balance statements accurately reflect the status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$12,597.50.

Section 6 of the residential tenancy agreement requires the tenant to report the total household income as and when required by the landlord. The applicant testified that the respondent was required to report her income monthly throughout the tenancy, that she is fully aware of that obligation, and that her reporting habits have not always been on time. The respondent acknowledged she was aware of this obligation and did not dispute the allegation that she has occasionally been late reporting her income. I find the respondent has failed to comply with her obligation to report her total household income as and when required by the landlord and am satisfied an order to comply with said obligation is warranted.

Termination of the tenancy agreement

In consideration of the substantial amount of rental arrears and the respondent's repeated failure to pay the full amount of rent when due, I am satisfied that termination of the tenancy agreement is justified. As the parties are agreeable to permitting the respondent an opportunity to prove she can comply with her payment obligations, I find it reasonable to make the termination order conditional on the timely payment of the monthly installments and rents.

An order will issue requiring Ms. Lucy Beaverho to pay rental arrears in the amount of \$12,597.50 in minimum monthly installments of \$300 starting in March 2015 and each month thereafter until the rental arrears are paid in full, to pay her future rent on time, to report her total household income in accordance with section 6 of her tenancy agreement, and terminating her tenancy agreement on August 31, 2015, unless the monthly installments and rents for March to August 2015 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's reasons for application

Exhibit 2: Lease balance statement dated December 10, 2014

Exhibit 3: Statement of account dated March 31, 2012

Exhibit 4: Applicant's arrears repayment plan correspondence to respondent dated January 23, 2013

Exhibit 5: Applicant's public housing - rent payment correspondence to respondent dated June 17, 2014

Exhibit 6: Applicant's outstanding rental arrears correspondences to respondent dated: June 7, 2014; May 29, 2014; March 3, 2014; February 13, 2014

Exhibit 7: Residential tenancy agreements dated March 14, 2006, and October 18, 2011

Exhibit 8: Lease balance statement dated February 23, 2015