

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Jean Gouinlock**, 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 city of Yellowknife in the Northwest Territories**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

JEAN GOUINLOCK

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 \$528.10 (five hundred twenty-eight dollars ten cents).
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)(b) of the *Residential Tenancies Act*, the respondent must not breach her obligation not to keep or permit any pets other than her approved cat in the rental premises again.

4. Pursuant to section 46(2)(b) of the *Residential Tenancies Act*, the respondent must not breach her obligation not to commit an illegal act in the rental premises or residential complex again.
5. 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 #106, 5114 - 53 Street, in Yellowknife, Northwest Territories, will terminate August 31, 2015, unless the rental arrears of \$528.10 (five hundred twenty-eight dollars ten cents) are paid in full and the monthly rents for April to August 2015 are paid on time.

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 **Yellowknife Housing Authority**, Applicant, and **Jean Gouinlock**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JEAN GOUINLOCK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2015

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: Ella Newhook, representing the applicant
Cameron O'Keefe, representing the applicant
Jean Gouinlock, respondent

Date of Decision: March 3, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Jean Gouinlock as the respondent/tenant was filed by the Rental Office January 7, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as #106, 5114 - 53 Street, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent January 16, 2015.

The applicant alleged the respondent had accumulated rental arrears, had permitted a pet other than her own approved pet into the rental premises, had compromised the safety and security of the tenants of the residential complex, and had breached an order of the rental officer by failing to pay her monthly rent on time. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for February 18, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook and Mr. Cameron O'Keefe appeared representing the applicant. Ms. Jean Gouinlock appeared as respondent.

The applicant's representatives testified that Ms. Gouinlock has been a tenant in subsidized public housing at the rental premises known as #106, 5114 - 53 Street, in Yellowknife, Northwest Territories, since April 2012. The monthly rent has been assessed a subsidy based on reported household income in accordance with the tenancy agreement and the remaining amount owing each month is due the first of the month. The applicant alleged that as of this hearing date the respondent had accumulated rental arrears in the amount of \$528.10. The applicant also referred to two previous rental officer orders – 10-12452 and 10-13311 – which both found Ms. Gouinlock had accumulated rental arrears, establishing a historical pattern of behaviour.

Ms. Gouinlock acknowledged the rental arrears alleged. She indicated that she was receiving income support payments until recently. Ms. Gouinlock stated she could not pay the full amount of rental arrears in one payment as well as the full amount of her monthly assessed rent, but she could afford to pay her monthly assessed rent plus \$50 towards her rental arrears each month.

The tenancy agreement further established a no pets rule, permitting Ms. Gouinlock an exception for her cat only. The landlord received complaints from other tenants regarding a barking dog in the residential complex, and on three separate instances since October 2014 Ms. Newhook and Mr. O'Keefe observed a dog within Ms. Gouinlock's rental premises, contrary to the no pets rule. The respondent was given verbal warnings each time. The applicant acknowledged that there have been no further complaints or observations of the dog at the respondent's premises since January 16, 2015.

Ms. Gouinlock acknowledged that she did have a friend visiting her and assisting her on occasion who had a pet dog. She acknowledged that she understood the rules regarding pets, but argued that the dog could not be left outside or in her friend's vehicle when he visits in the winter. She did confirm that the dog no longer attends her premises. She agreed to comply with her obligation to not have any other pets in her premises except her cat.

The applicant testified that on two separate occasions an extension cord was discovered extending from the respondent's rental premises to a vehicle parked outside the building: The first occurrence the cord extended out a window; the second occurrence the cord extended out the apartment door, down the hallway, and out the side entrance door. The applicant argued that in both instances the cord constituted a safety risk to others as a tripping hazard. With respect to the second instance, the cord prevented the side door from closing properly creating not only a safety risk but also a security risk. Photographs were provided into evidence of the second instance. Mr. O'Keefe testified that the door has specialty locks which do not activate if there is anything in the path of the door and that unless the door is forced closed it would not close fully to trigger the locks, compromising the security of the building. Further arguments were made identifying the incidents as creating a fire hazard contrary to the National Fire Code of Canada (NFCC); the applicant advised they consulted with the Deputy Fire Chief who told them the cord should be removed immediately and that the landlord could be fined should extension cords be used in such a manner again. The applicant cited this breach as the greatest concern due to the safety risk presented to the occupants of the residential complex and the consequential breach of the NFCC. The high possibility of someone tripping over the cord along with the security of the side door being compromised and permitting unauthorized access to the residential complex prompted the landlord to give the respondent a notice dated January 22, 2015, terminating the tenancy agreement February 2, 2015, pursuant to section 54(1)(f) of the *Residential Tenancies Act* (the Act).

Ms. Gouinlock acknowledged that she did permit the extension cords to be used from her apartment on both occasions. She stated both times were to ensure her visitor with the dog would be able to start his vehicle in the cold when he left, but admitted doing so was a big mistake on her part and it would never happen again. With respect to the second instance, she stated she watched the side door close on its own over the extension cord and assumed the door would act the same way each time it was used. She suggested that subsequent users must have moved the cord in such a way so as to prevent the door from closing entirely.

Ms. Gouinlock disputed the alleged danger that the cord itself presented. She confirmed there was a problem in the building with vagrants gaining access and she has assisted the landlord by asking the vagrants to leave when she discovers their presence in the building. Ms. Gouinlock testified that she has attempted to assist the landlord throughout her residency in subsidized public housing to protect the properties she has occupied. Compromising the security of the side door with the extension cord was an unintentional consequence she believed she had considered. She argued vagrants entering the building are not her responsibility.

Tenancy agreement

The residential tenancy agreement entered into evidence establishes a tenancy agreement between the parties for subsidized public housing at the rental premises known as #106, 5114 - 53 Street, in Yellowknife, Northwest Territories, starting April 1, 2012. 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 conditional termination of the tenancy

The statement of account entered into evidence represents the landlord's accounting of monthly rent, assessed subsidies, and payments received against the respondent's rent account. The respondent did not dispute the accuracy of the applicant's accounting. I am satisfied the statement of account accurately reflects the status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$528.10.

The statement of account also supports the applicant's allegation that the respondent has been repeatedly late paying her rent and as such has breached paragraph 2 of rental officer order number 10-12452 requiring the respondent to pay her future rent on time. In consideration of the respondent's repeated failure to comply with her obligation to pay her rent in full and on time, I am satisfied a conditional termination order is justified based on the full and timely payment of monthly rents and the payment of the rental arrears in full.

Pets

Section 14 of the addendum to the residential tenancy agreement specifies that no pets are allowed in the rental unit nor to be kept in the grounds of the rental unit. Schedule B to the residential tenancy agreement includes a written provision dated June 20, 2013, permitting the respondent to keep her current cat, Lilly. The applicant received complaints regarding a dog at the rental premises and personally observed the dog in question at the respondent's rental premises. The respondent did not dispute that a dog had been present at the rental premises, acknowledged understanding the rules regarding pets, and confirmed the dog was no longer present at the rental premises. The applicant confirmed they have received no further complaints from other tenants regarding a dog at the rental premises. I am satisfied the respondent failed to comply with her obligation not to have pets other than her cat at the rental premises.

Safety and security, and termination of the tenancy agreement

The applicant testified to discovering an extension cord extending from the respondent's rental premises to a vehicle parked outside the residential complex on two separate occasions. Photographs were provided of the second occurrence. The respondent did not dispute that she had placed the extension cord in both instances. Section 2.7.1.6.1 of the *National Fire Code of Canada* (the NFCC) specifies that means of egress shall be maintained and free of obstacles. 'Means of egress' refers to ways out of the building. By placing the extension cord from the apartment through the common hallway and out the exterior complex door the respondent created an obstacle to the way out of the building and as such committed an illegal act. In addition, the security of the building was compromised when the extension cord prevented the exterior door from closing so as to initiate the security locks.

While the respondent's argument that she is not responsible for vagrants in the building is true in the context that she is not responsible for removing them from the building, there is a responsibility on all tenants in a residential complex to ensure security measures are followed so as to prevent unauthorized persons from entering the residential complex. The securing of entrance doors is one of those measures. In this instance, I heard the respondent testify that she watched the exterior entrance door close over the extension cord on its own; I did not hear the respondent say she physically checked the exterior entrance door to ensure it fully closed and locked. Nor did I hear the respondent say she regularly checked the status of the exterior entrance door. By extending the extension cord from her apartment out the exterior entrance door the respondent committed an illegal act under the NFCC, but she also assumed responsibility for ensuring the security of the exterior entrance door to prevent unauthorized entry to the building.

While the argument has been made that the respondent's actions or omissions seriously impaired the safety of the landlord and other tenants of the residential complex, I am not satisfied that termination of the tenancy is a justified consequence of this action at this time. The respondent admitted to and acknowledged the seriousness of her mistake, and promised it would not happen again. I would caution the respondent to ensure compliance with her promise as the consequences for a future similar breach could be less forgiving.

An order will issue requiring Ms. Jean Gouinlock: to pay rental arrears in the amount of \$528.10; to pay her rent on time in the future; not to permit pets other than her cat into the rental premises again; not to commit an illegal act in the residential complex again; and terminating her tenancy agreement August 31, 2015, unless the rental arrears are paid in full and the monthly rents for April to August 2015 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's notes to file dated October 8, 2014, and December 15, 2014
- Exhibit 2: Statement of account dated December 18, 2014
- Exhibit 3: Rental Officer order number 10-12452
- Exhibit 4: Residential tenancy agreement dated March 24, 2012
- Exhibit 5: Applicant's File #10-14502 Jean Gouinlock correspondence to Rental Office dated January 22, 2015
- Exhibit 6: Applicant's 105 5114 53rd St lease termination correspondence to respondent dated January 22, 2015
- Exhibit 7: Set of four photographs
- Exhibit 8: Statement of account dated February 17, 2015
- Exhibit 9: Applicant's new entrance locks at Victorian Suites correspondence with attached signature sheet of tenants issued new entrance door keys
- Exhibit 10: Applicant's security special occurrence report dated January 16, 2015