

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Daniel Clement**, 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 **hamlet of Tulita in the Northwest Territories**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

DANIEL CLEMENT

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 application rental arrears in the amount of \$9,960.00 (nine thousand nine hundred sixty dollars).
2. 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 #81-2880 in Tulita, Northwest Territories, will terminate May 31, 2015, and the respondent must vacate the rental premises on or before that date unless the rental arrears ordered under paragraph 1 and the rents for April and May 2015 are paid in full.

3. Pursuant to sections 63(4)(b) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 2, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$42.08 (forty-two dollars eight cents) for each day the respondent remains in the rental premises after May 31, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 7th day of April 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Daniel Clement**, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

DANIEL CLEMENT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 2, 2015
<u>Place of the Hearing:</u>	Tulita, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Helen Squirrel, representing the applicant Daniel Clement, respondent
<u>Date of Decision:</u>	April 2, 2015

REASONS FOR DECISION

An application to a rental officer made by Tulita Housing Association as the applicant/landlord against Daniel Clement as the respondent/tenant was filed by the Rental Office February 12, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as Unit #81-2880 in Tulita, Northwest Territories. The applicant personally served a copy of the filed application on the respondent February 19, 2015.

The applicant alleged the respondent had repeatedly failed to pay the monthly rent and had substantial accumulated rental arrears. The applicant sought an order for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 2, 2015, by teleconference. Ms. Helen Squirrel appeared representing the applicant. Mr. Daniel Clement appeared as respondent.

Ms. Squirrel testified and provided evidence that Mr. Clement had entered into a residential tenancy agreement for market housing for the rental premises known as Unit #81-2880 in Tulita, Northwest Territories, effective August 1, 2014. The agreement was for a fixed-term scheduled to end June 12, 2015, and established the monthly rent at \$1,280 plus a security deposit of \$1,280. The security deposit was paid in full along with a partial payment of \$280 for the August rent on August 27, 2014. Since then there have been no additional payments. The rental arrears have accumulated as of this hearing date to \$9,960.

Mr. Clement testified that when he entered into the tenancy agreement he anticipated earning enough income to be able to pay the rent along with his other bills. He is self-employed doing contract work in the oil industry. With the economic changes to the oil industry affecting the amount of work available in the Sahtu for Mr. Clement, he was unable to secure any work locally. Mr. Clement made much emphasis on his efforts to secure possible work opportunities, including looking in other regions, and he is attempting to secure a loan from the bank to pay his debts. He expects to receive the bank loan in the next couple of weeks. He acknowledged the accumulated rental arrears, explaining that all his funds have gone towards paying all his other utilities and food bills to support his family and that he has had to start using his credit cards to pay them. Mr. Clement is the sole provider for his family.

Ms. Squirrel emphasized to Mr. Clement the necessity of prioritizing his monthly rent payments; paying the utilities first will be a moot effort if he loses his home in the process.

I am satisfied a valid tenancy agreement for market housing exists between the parties in accordance with the *Residential Tenancies Act* (the Act). I am satisfied that the respondent has repeatedly failed to pay his rent. I am satisfied the substantial amount of rental arrears justifies both termination of the tenancy agreement and eviction. Although admittedly risky, I am satisfied termination and eviction should be conditional on the failure to pay the full amount of rental arrears and monthly rent.

An order will issue requiring Mr. Daniel Clement to pay rental arrears in the amount of \$9,960; terminating his tenancy agreement on May 31, 2015, unless the rental arrears and rents for April and May are paid in full; requiring him to compensate the applicant for use and occupation of the rental premises at a rate of \$42.08 for each day he remains in the rental premises after May 31, 2015, if the termination of the tenancy becomes effective that day; and evicting him from the rental premises on June 1, 2015, if the termination of the tenancy becomes effective May 31, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement dated January 9, 2015
- Exhibit 2: Email conversation between Philip Bailey, Daniel Clement, Jody Chatman, and Helen Squirrel dated September 9, 2014, to January 9, 2015
- Exhibit 3: Email conversation between Jody Chatman, Stella Yallee, and Helen Squirrel dated September 2, 2014, to September 10, 2014
- Exhibit 4: Pre-authorized deduction from bank account form
- Exhibit 5: Payor authorization form
- Exhibit 6: Applicant's outstanding rental arrears correspondence to respondent dated October 14, 2014
- Exhibit 7: Fascimile transmittal sheet from Helen to Jody Chapman dated August 29, 2014
- Exhibit 8: Applicant's note to tenant file dated August 27, 2014
- Exhibit 9: Lease balance statements dated August 27, 2014, and August 22, 2014
- Exhibit 10: Residential lease agreement effective August 1, 2014
- Exhibit 11: Condition rating form dated April 24, 2014
- Exhibit 12: Applicant's notes to tenant file dated June 5, 2014, and May 14, 2014
- Exhibit 13: Emails between Philip J. Bailey and Helen Squirrel dated: May 23, 2014; May 14, 2014; April 23, 2014; November 12, 2013
- Exhibit 14: Market housing units applicant points rating form
- Exhibit 15: Market housing units rental application dated October 9, 2013
- Exhibit 16: Personal credit check authorization dated November 4, 2013
- Exhibit 17: Market housing units credit check procedure for local housing organization
- Exhibit 18: Lease balance statement dated April 1, 2015