

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Craig Menacho and Chantel Bavard**, 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, regarding a rental premises located within the **hamlet of Tulita in the Northwest Territories**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

CRAIG MENACHO and CHANTEL BAVARD

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$2,566.78 (two thousand five hundred sixty-six dollars seventy-eight cents) in minimum monthly installments of \$100.00 (one hundred dollars) to be paid starting in April 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 respondents must pay their rent on time in the future.

3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents must comply with their obligation to report total household income in accordance with section 6 of their tenancy agreement.

DATED at the City of Yellowknife in the Northwest Territories this 27th day of April 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Craig Menacho and Chantel Bavard**, Respondents.

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BETWEEN:

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-and-

CRAIG MENACHO and CHANTEL BAVARD

Respondents/Tenants

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 Chantel Bavard, 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 Craig Menacho and Chantel Bavard as the respondents/tenants was filed by the Rental Office February 12, 2015. The application was made regarding a subsidized public housing residential tenancy agreement. The applicant personally served a copy of the filed application on the respondents February 19, 2015.

The applicant alleged the respondents had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears, compensation for repairs to the rental premises, and termination of the tenancy agreement. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 2, 2015, in Tulita, Northwest Territories. Ms. Helen Squirrel appeared representing the applicant. Ms. Chantel Bavard appeared as respondent. Mr. Craig Menacho was served with the notice of attendance by registered mail signed for March 18, 2015. Mr. Menacho did not appear at hearing. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Squirrel testified to and provided a written residential tenancy agreement into evidence establishing that the respondents have been tenants at the rental premises known as Unit #0090 in Tulita, Northwest Territories, since April 3, 2014. The written tenancy agreement established a monthly tenancy. The maximum monthly rent for that rental premises was established in Schedule A to the written tenancy agreement at \$1,445 per month. Section 7 of the tenancy agreement establishes the tenancy as one for subsidized public housing. Section 6 of the tenancy agreement establishes the tenants' obligation to report total household income whenever and as often as requested by the landlord. Ms. Bavard did not dispute the tenancy agreement.

Ms. Squirrel testified to and provided tenant ledger cards and lease balance statements into evidence representative of the respondents' rent account. These documents represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account; the balance owing reflected in the lease balance statement is \$5,035.70.

The lease balance statement includes a charge on November 26, 2014, referencing invoice number 1490 for tenant damages and cleaning in the amount of \$2,468.92. Ms. Squirrel testified that charge was for tenant damages and cleaning from the respondents' previous rental premises at Unit #0068 in Tulita, Northwest Territories. The rental arrears alone accumulated since April 3, 2014, is \$2,566.78. Ms. Squirrel confirmed that all rents except for March 2015 have been assessed subsidies based on reported household income.

Ms. Bavard did not dispute the amount of rental arrears claimed. She advised that Mr. Menacho moved out of the rental premises in February and together they had had no real income for the last two years. Ms. Bavard indicated she is now working and her probation period ends next month, after which her income will increase. Based on her current income she is prepared to pay \$100 per month towards her rental arrears in addition to her monthly assessed rent. Ms. Bavard understood the seriousness of her obligations and the substantial arrears she finds herself carrying.

Tenancy agreement

A written residential tenancy agreement was submitted into evidence by the applicant reflecting a monthly tenancy for subsidized public housing starting April 3, 2014, for the rental premises known as Unit #0090 in Tulita, Northwest Territories. The tenancy agreement identifies Mr. Craig Menacho and Ms. Chantel Bavard as joint tenants. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statement and tenant ledger cards represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. These statements clearly indicate insufficient and inconsistent payments being made throughout the tenancy, including a period of five months when no payments were made. They also indicate concurrence with the applicant's testimony that the total household income has not as yet been reported for the month of February 2015, the reporting of which is required in order to assess any rent subsidies the tenants' might be eligible for against the rent for March 2015. As such, the assessment of the maximum monthly rent for March 2015 is appropriate. I am satisfied the lease balance statement and tenant ledger cards accurately reflect the monthly rents and payments received against the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of rent when it is due, have failed to report their total household income for the month of February, and have accumulated rental arrears in the amount of \$2,566.78. .../4

Tenant Damages

The applicant's only evidence regarding the claimed tenant damages includes reference in the lease balance statement and tenant ledger cards, and an invoice numbered 1490 dated November 21, 2014. The invoice refers to Unit #68 and work order #926, and describes the work performed as "TD Cleaning May 6-21/14". The total amount charged is \$2,468.92 for labour and other costs.

There was no evidence submitted to establish a tenancy agreement prior to April 3, 2014, let alone one for Unit #68. There was no entry or exit inspection report provided into evidence respecting Unit #68. There were no photographs entered into evidence to substantiate the condition of Unit #68. The work order for work performed was not provided into evidence. A detailed statement listing the damages to Unit #68 which required repair was not provided into evidence. No evidence was provided to substantiate the claim of \$2,468.92 for tenant damages and cleaning to Unit #68. The application for compensation for repairs and cleaning was denied.

Order

The respondents have not previously been brought before the rental officer and as such do not have a historical pattern of behaviour from which to determine likelihood of non-compliance with an order of the rental officer. While I am satisfied that an order for payment of rental arrears in minimum monthly payments, as requested by Ms. Bavard, is warranted, as is an order for payment of future rent on time and compliance with the obligation to report household income, I am not satisfied that termination of the tenancy agreement is justified.

An order will issue requiring Mr. Craig Menacho and Ms. Chantel Bavard to pay rental arrears in the amount of \$2,566.78 in minimum monthly installments of \$100 starting in April 2015 and each month thereafter until the rental arrears are paid in full, to pay their future rent on time, and to comply with their obligation to report household income in accordance with their tenancy agreement.

Adelle Guigon
Deputy Rental Officer

APPENDIX

Exhibits

Exhibit 1: Tenant ledger cards for rent and damages from April 7, 2014, to January 13, 2015

Exhibit 2: Applicant's invoice number 1490 dated November 21, 2014

Exhibit 3: Rent calculation forms for April 3, 2014, to January 2015

Exhibit 4: Applicant's note to file dated January 19, 2015

Exhibit 5: Applicant's correspondences to respondents dated: January 14, 2015; December 31, 2014; November 28, 2014;

Exhibit 6: Residential tenancy agreement dated April 3, 2014

Exhibit 7: Lease balance statement dated March 19, 2015

Exhibit 8: Tenant ledger cards for rent from April 7, 2014, to March 31, 2015