

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Lindsay Norwegian**, 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 -

**LINDSAY NORWEGIAN**

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 \$7,278.00 (seven thousand two hundred seventy-eight 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 report total household income in accordance with section 6 of her residential 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 #0005 in Tulita, Northwest Territories, will terminate June 30, 2015, and the respondent must vacate the rental premises on or before that date unless the rental arrears ordered under paragraph 1 are paid in full, the rents for April to June 2015 are paid on time, and the total household income is reported as required for the months of March to May 2015.

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

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Tulita Housing Association**, Applicant, and **Lindsay Norwegian**, 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-

**LINDSAY NORWEGIAN**

Respondent/Tenant

**REASONS FOR DECISION**

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

### **REASONS FOR DECISION**

An application to a rental officer made by Tulita Housing Association as the applicant/landlord against Lindsay Norwegian as the respondent/tenant was filed by the Rental Office February 12, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0005 in Tulita, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for February 26, 2015.

The applicant alleged the respondent had accumulated rental arrears and caused damages to their former rental premises. The applicant sought an order for payment of rental arrears, compensation for the cost of repairs, 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, by teleconference. Ms. Helen Squirrel appeared representing the applicant. Ms. Lindsay Norwegian was sent a notice of attendance by registered mail deemed served March 20, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Norwegian did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Ms. Squirrel testified and provided evidence that Ms. Norwegian has been a tenant in subsidized public housing at the rental premises known as Unit #0005 in Tulita, Northwest Territories, since December 2, 2013. The tenancy is month-to-month and the maximum monthly rent has been established at \$1,445.

The monthly rents up to and including December 2014 have been assessed a subsidy based on reported household income. The total household income has not been reported for the months of December 2014 to February 2015, resulting in the application of the maximum monthly rent for the months of January to March 2015. The payments received against the rent account have been repeatedly late and for insufficient amounts to cover the subsidized rents and accumulated arrears. The rental arrears as of March 23, 2015, are \$7,278.

The applicant claimed in addition to the rental arrears compensation in the amount of \$3,310.57 for cleaning and repair costs associated with the respondent's former tenancy at Unit #0088 in Tulita, Northwest Territories. No evidence was submitted to establish that a residential tenancy agreement existed for Unit #0088, that entry and exit inspections were completed, that photographs were taken of the condition of the premises at the end of the tenancy, and that work orders were issued for completion of the work. The tenancy at Unit #0005 commenced December 2, 2013, presumably ending the former tenancy at Unit #0088; no evidence was submitted giving reasons for the delay in making an application to a rental officer for compensation. The claim for compensation for repairs and cleaning for Unit #0088 is denied.

I am satisfied that a valid tenancy agreement is in place between the parties for Unit #0005 in Tulita, Northwest Territories, in accordance with the Act. I am satisfied that the respondent has been repeatedly late reporting her total household income. I am satisfied that the respondent has been repeatedly late paying the full amount of rent when it is due. I am satisfied the respondent has accumulated rental arrears. I am satisfied conditional termination of the tenancy agreement is justified.

An order will issue requiring Ms. Lindsay Norwegian to pay rental arrears in the amount of \$7,278; to pay her rent on time in the future; to report her total household income in accordance with section 6 of her residential tenancy agreement; and terminating her tenancy agreement on June 30, 2015, unless the rental arrears are paid in full, the rents for April to June 2015 are paid on time, and the total household income is reported on time for March to May 2015.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's invoice number 1489 dated November 21, 2014

Exhibit 2: Tenant ledger cards for rent and damages from December 16, 2013, to January 13, 2015

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

Exhibit 4: Applicant's correspondences to respondent dated: January 13, 2015; December 31, 2014;

Exhibit 5: Agreements to pay rental arrears dated: October 7, 2014; July 15, 2014

Exhibit 6: Applicant's note to tenant file dated October 7, 2014

Exhibit 7: Residential tenancy agreements dated: April 1, 2014; April 1, 2014; December 2, 2013

Exhibit 8: Lease balance statement dated March 23, 2015

Exhibit 9: Tenant ledger cards for rent from April 23, 2014, to March 3, 2015