

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Henry Sanspariel and Claudia Rabesca**, Respondents;

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 town of Behchoko in the Northwest Territories**.

BETWEEN:

BEHCHOKO KO GHA KAODEE

Applicant/Landlord

- and -

HENRY SANSPARIEL and CLAUDIA RABESCA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Claudia Rabesca must pay to the applicant rental arrears in the amount of \$272.00 (two hundred seventy-two dollars).
2. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondents Henry Sanspariel and Claudia Rabesca must pay to the applicant rental arrears in the amount of \$48,872.86 (forty-eight thousand eight hundred seventy-two dollars eighty-six cents) in minimum monthly installments of \$250.00 (two hundred fifty dollars) starting in May 2015 and each month thereafter until the rental arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 22nd day of May 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Henry Sanspariel and Claudia Rabesca**, 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.

BETWEEN:

BEHCHOKO KO GHA KAODEE

Applicant/Landlord

-and-

HENRY SANSPARIEL and CLAUDIA RABESCA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 30, 2015
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	Michael Keohane, representing the applicant Henry Sanspariel, respondent Claudia Rabesca, respondent
<u>Date of Decision:</u>	April 30, 2015

REASONS FOR DECISION

An application to a rental officer made by Behchoko Ko Gha Kaodee as the applicant/landlord against Henry Sanspariel and Claudia Rabesca as the respondents/tenants was filed by the Rental Office February 16, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #618 in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents February 20, 2015.

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment of the arrears and that future rent be paid on time. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 30, 2015, in Behchoko, Northwest Territories. Mr. Michael Keohane appeared representing the applicant. Mr. Henry Sanspariel and Ms. Claudia Rabesca appeared as respondents.

The parties agreed and acknowledged a valid tenancy agreement exists between them for subsidized public housing. The agreement began on October 22, 2004, between the applicant and Claudia Rabesca as sole tenant. A new tenancy agreement was made effective May 1, 2005, between the applicant and both respondents as joint tenants.

The applicant provided evidence and testimony that the respondents had accumulated rental arrears totalling \$49,144.86 as of April 29, 2015. Of that total, \$272 in arrears was accumulated during Ms. Rabesca's sole tenancy; the remaining \$48,872.86 has accumulated since May 1, 2005, during the joint tenancy. The applicant confirmed that subsidies were applied to rents throughout the tenancy, but that historically the respondents have been employed and frequently do not qualify for rent subsidies as the reported household income exceeds the income threshold for calculating subsidies.

The rental arrears began to accumulate significantly after the commencement of the joint tenancy in May 2005. Although regular payments were being made against the account, they were of insufficient amounts to either cover the monthly rents or reduce the already accumulated arrears. Between April 2012 to present the regular payments ceased and only six payments were received against the rent account totalling \$2,419.76. Although the claimed rental arrears are substantial, the applicant is not seeking to terminate the tenancy and maintains their request only for payment of the rental arrears and that future rent be paid on time.

The respondents did not dispute the amount of rental arrears claimed, acknowledging their debt. They explained that Ms. Rabesca returned to school for the 2012-2013 year and after that she has only held casual employment positions. They agreed the rental arrears had to be addressed and were able to commit to making monthly installments of \$250 towards their arrears in addition to paying their monthly assessed rent. The applicant was responsive to the incorporation of a payment plan into an order for payment.

Tenancy agreement

I am satisfied based on the submitted residential tenancy agreements and testimony of the parties that a valid tenancy is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant ledger cards and lease balance statements provided into evidence represent the landlord's accounting of monthly assessed rent and payments received against the respondents' rent account between October 22, 2004, and April 29, 2015. There was no dispute between the parties as to the accuracy of this accounting and I am satisfied the documents accurately represent the current status of the respondents' rent account.

Ms. Rabesca was the sole tenant named to the tenancy agreement between October 22, 2004, and May 1, 2005, and as such she is solely responsible for the rental arrears accumulated during that period. I find Ms. Rabesca alone has accumulated rental arrears in the amount of \$272.

Ms. Rabesca and Mr. Sanspariel were joint tenants named to the tenancy agreement starting May 1, 2005, and as such they are jointly responsible for the rental arrears accumulated since May 1, 2005. I find Ms. Rabesca and Mr. Sanspariel have accumulated rental arrears in the amount of \$48,872.86.

The commitment to make monthly payments against the joint rental arrears is a reasonable offer and will be incorporated into an order for payment.

An order will issue requiring Ms. Claudia Rabesca to pay to the applicant rental arrears in the amount of \$272. An order will issue requiring Ms. Claudia Rabesca and Mr. Henry Sanspariel to pay to the applicant rental arrears in the amount of \$48,872.86 in minimum monthly installments of \$250 starting in May 2015 and each month thereafter until the rental arrears are paid in full.

An order will issue requiring Ms. Rabesca and Mr. Sanspariel to pay their rent on time in the future.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement dated February 9, 2015

Exhibit 2: Tenant ledger cards for rent from October 22, 2004, to March 1, 2013

Exhibit 3: Tenant ledger card for security deposit

Exhibit 4: Residential tenancy agreements dated: May 29, 2013; May 20, 2009; April 17, 2007;
April 5, 2006; April 25, 2005; October 22, 2004

Exhibit 5: Applicant's rental arrears correspondences to respondents dated: June 17, 2013;
December 17, 2012; October 19, 2012; June 19, 2012; March 23, 2012

Exhibit 6: Lease balance statement dated April 29, 2015