

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Stephanie Poole**, 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 **community of Lustelk'e in the Northwest Territories**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**STEPHANIE POOLE**

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 additional rental arrears in the amount of \$2,100.00 (two thousand one hundred dollars).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent must compensate the applicant for rental arrears by making minimum monthly installments of \$150.00 (one hundred fifty dollars) starting in May 2015 and each month thereafter until the total rental arrears of \$5,050.00 (five thousand fifty dollars) are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

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 #173 in Lutselk'e, Northwest Territories, will terminate on July 31, 2015, unless the minimum monthly installments and rents for May, June, and July 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 19th day of May 2015.

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Stephanie Poole**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**STEPHANIE POOLE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 30, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Jessica Relucio, representing the applicant Stephanie Poole, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 30, 2015</b>

**REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Stephanie Poole as the respondent/tenant was filed by the Rental Office February 27, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #173 in Lutselk'e, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 3, 2015.

The applicant alleged the respondent had accumulated additional rental arrears, failed to pay her rent, and failed to comply with rental officer order #10-14159. An order was sought for payment of rental arrears, that future rent be paid on time, and conditional termination of the tenancy. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 30, 2015, by teleconference. Ms. Jessica Relucio appeared representing the applicant. Ms. Stephanie Poole appeared as respondent.

A previous rental officer order #10-14159 dated September 29, 2014, found that the parties had an implied tenancy agreement between them in accordance with the *Residential Tenancies Act* (the Act). That implied tenancy agreement was for subsidized public housing and commenced March 22, 2002, when the respondent took occupancy of the rental premises at Unit #173 in Lutselk'e, Northwest Territories. The rental officer found the respondent had accumulated rental arrears in the amount of \$2,950 and ordered Ms. Poole to pay the rental arrears and to pay her rent on time in the future. Both Ms. Relucio and Ms. Poole were present at the hearing for that file.

Ms. Relucio testified at this hearing that Ms. Poole had failed to make any payments towards either the rental arrears or her monthly rent as ordered. Ms. Poole's rental arrears have now accumulated to a total of \$5,050. The applicant has initiated garnishee proceedings for the rental arrears of \$2,950 ordered under file #10-14159 and now seeks an order for the balance of rental arrears in the amount of \$2,100.

As a consequence of failing to pay the rent when it is due and failing to comply with an order of a rental officer, the applicant also requested that unless the full amount of rental arrears and the rent for May is paid the tenancy be terminated on May 31, 2015.

Ms. Poole did not dispute that she has not made any payments against her rent account but maintains her argument as stated at the previous hearing that the land belongs to her and she has been maintaining the rental premises herself for the last 10 years. She disputes the rental property status of the premises. Ms. Poole stated that since the last hearing she has been working with the landlord to obtain documents regarding maintenance of the property in order to make a claim for the costs she has incurred over the years. She is also trying to work with the landlord regarding options for purchasing the property.

Ms. Relucio reiterated that the fuel and power costs for the rental premises are the tenant's responsibility. She agreed to ensure that the maintenance work to the premises over the years was investigated from the landlord's end, but would need from Ms. Poole proof of the costs she claims to have incurred, and determinations would have to be made whether any of the claimed maintenance was caused by the tenant's wilful or negligent conduct. Ms. Relucio confirmed that if it was determined that any monies were owed to Ms. Poole for the maintenance claims that money would be reimbursed to her.

It was agreed at hearing that regardless of other outstanding matters, the rent must be paid on time. Ms. Poole confirmed that she could pay the May rent on May 1<sup>st</sup> and could make monthly contributions of \$150 towards her rental arrears. Ms. Relucio was receptive to giving Ms. Poole sufficient time to prove she could make monthly payments as promised.

#### *Tenancy agreement*

Rental officer order #10-14159 establishes the tenancy agreement between the parties as an implied agreement for subsidized public housing commencing March 22, 2002, for the rental premises known as Unit #173 in Lutselk'e, Northwest Territories. Nothing has been presented to me today to alter that finding.

#### *Rental arrears*

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. The respondent did not dispute the accuracy of the accounting in the lease balance statement. I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears totalling \$5,050.

Rental officer order #10-14159 ordered the respondent to pay rental arrears in the amount of \$2,950 and to pay her rent on time in the future. The current lease balance statement indicates the respondent has made no payments since the issuance of rental officer order #10-14159 and as such has accumulated additional rental arrears. I find the respondent has failed to pay her rent on time, has fail failed to comply with an order of the rental officer, and has accumulated additional rental arrears since the last order in the amount of \$2,100.

The respondent's offer of and the applicant's acceptance of a minimum monthly installment plan is reasonable and will be incorporated into an order for payment of rental arrears.

*Conditional termination*

In light of the respondent's substantial rental arrears, repeated failure to pay her rent on time, and failure to comply with a rental officer order, I find justification to terminate the tenancy agreement. However, balanced against the as-yet-unproven claims regarding maintenance of the rental premises and the parties' willingness to resolve the issues regarding monthly rent payments, I am satisfied a termination order conditional on the payment of minimum monthly installments and monthly rents is warranted.

An order will issue requiring Ms. Stephanie Poole to pay additionally accumulated rental arrears in the amount of \$2,100; to make minimum monthly installments of \$150 towards the total rental arrears of \$5,050 starting in May 2015 and each month thereafter until the rental arrears are paid in full; to pay her rent on time in the future; and terminating her tenancy agreement July 31, 2015, unless the minimum monthly installments and rents for May, June, and July are paid on time.

---

Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's written reason for application

Exhibit 2: Lease balance statement dated February 24, 2015

Exhibit 3: Applicant's correspondence to respondent dated November 27, 2014, with attachments

Exhibit 4: Applicant's correspondence to respondent dated July 31, 2014, with attachments

Exhibit 5: Applicant's outstanding rental arrears correspondence to respondent dated February 17, 2015

Exhibit 6: Rental officer order #10-14159 dated September 29, 2014

Exhibit 7: Unsigned and undated residential lease agreement

Exhibit 8: Lease balance statement dated April 29, 2015