

IN THE MATTER between **Fort Liard Social Housing**, Applicant, and **Donna Klondike**, 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 Fort Liard in the Northwest Territories**.

BETWEEN:

FORT LIARD SOCIAL HOUSING

Applicant/Landlord

- and -

DONNA KLONDIKE

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 \$1,350.00 (one thousand three hundred fifty 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 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit #802, 8 Black Water Road, in Fort Liard, Northwest Territories, will terminate July 31, 2015, and the respondent must vacate the rental premises on or before that day.

4. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 (fifty dollars seventy-nine cents) for each day the respondent remains in the rental premises after July 31, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 6th day of July 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Liard Social Housing**, Applicant, and **Donna Klondike**, 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:

FORT LIARD SOCIAL HOUSING

Applicant/Landlord

-and-

DONNA KLONDIKE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 17, 2015
<u>Place of the Hearing:</u>	Fort Liard, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Ellen McLeod, representing the applicant
<u>Date of Decision:</u>	June 17, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Liard Social Housing as the applicant/landlord against Donna Klondike as the respondent/tenant was filed by the Rental Office April 30, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #802, 8 Black Water Road, in Fort Liard, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 28, 2015.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent on time, had repeatedly failed to report the total household income as required, and had accumulated rental arrears. An order was requested for payment of the rental arrears, that the total household income be reported, termination of the tenancy, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 17, 2015, in Fort Liard, Northwest Territories, by teleconference. Ms. Ellen McLeod appeared representing the applicant. Ms. Donna Klondike was served a notice of attendance by registered mail deemed served June 1, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. McLeod further confirmed personally notifying Ms. Klondike on June 15, 2015, by telephone of the scheduled hearing, at which time Ms. Klondike indicated to Ms. McLeod of her intention to appear. Ms. Klondike did not in fact appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Ms. McLeod testified and provided evidence that Ms. Klondike had been a tenant in subsidized public housing with the landlord since April 1, 2014. Throughout the tenancy, the rent payments made by Ms. Klondike have been repeatedly late and of insufficient amount to cover the monthly subsidized rent amounts. As of this hearing, the rental arrears accumulated since commencement of the tenancy amount to \$1,350. Ms. McLeod confirmed that all rents have now been assessed a subsidy based on reported household income, but that Ms. Klondike's total household income was not reported for the months of February to May 2015 until June 16, 2015. The reporting of household income is expected and required on a monthly basis.

Ms. McLeod testified that several attempts were made to communicate with Ms. Klondike and, although promises were made to make payments, Ms. Klondike has made no real efforts to resolve her rent account. The last payment received from Ms. Klondike was made January 20, 2015, in the amount of \$400. In light of Ms. Klondike's substantial breaches of her tenancy agreement, the applicant is adamant that termination of the tenancy agreement and eviction is necessary.

Tenancy agreement

The residential tenancy agreement entered into evidence establishes a subsidized public housing tenancy agreement between the parties for the rental premises known as Unit #802, 8 Black Water Road, in Fort Liard, Northwest Territories. The tenancy agreement commenced April 1, 2014, for a fixed-term to July 31, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. Removing line items related to a previous tenancy with another subsidized public housing landlord, I am satisfied the remaining line items accurately reflect the rent account for the respondent's current tenancy. I find the respondent has been repeatedly late paying the full amount of her rent when it is due and has accumulated rental arrears in the amount of \$1,350.

Reporting of household income

Section 6 of the tenancy agreement sets out the requirement for the tenant to report the total household income whenever and as often as the landlord requires. Several notices provided into evidence establish that the reporting of total household income is to be done on a monthly basis. A lease balance statement corroborates Ms. McLeod's testimony that the respondent repeatedly failed to report her household income when required throughout her tenancy. I find the respondent has repeatedly failed to comply with section 6 of her tenancy agreement.

Termination and eviction

Having found the respondent has been repeatedly late paying her rent, has been repeatedly late reporting her household income, and has accumulated subsidized rental arrears, I am satisfied the breaches are substantial enough to justify termination of the tenancy and eviction of the tenant from the rental premises.

An order will issue requiring Ms. Donna Klondike to pay rental arrears in the amount of \$1,350, to pay her future rent on time, terminating her tenancy on July 31, 2015, evicting her from the rental premises on August 1, 2015, and requiring her to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day she remains there after July 31, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's rent payment and arrears payment correspondences to respondent dated:
April 16, 2015; March 24, 2015; January 2, 2015; November 19, 2014; October 22,
2014; July 16, 2014; June 30, 2014; May 29, 2014; May 13, 2014

Exhibit 2: Applicant's important notice card dated February 3, 2015

Exhibit 3: Residential tenancy agreement dated April 1, 2014

Exhibit 4: Lease balance statement dated April 24, 2015

Exhibit 5: Lease balance statement printed June 16, 2015, at 9:46 a.m.

Exhibit 6: Lease balance statement printed June 16, 2015, at 3:44 p.m.