

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Paul Catholique and Bernice Marlowe**, 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 **community of Lutselk'e in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

PAUL CATHOLIQUE and BERNICE MARLOWE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 63(4)(b) and 67(4) of the *Residential Tenancies Act*, the respondents must compensate the applicant for use and occupation of the rental premises in the amount of \$4,600.00 (four thousand six hundred dollars), and \$37.81 (thirty-seven dollars eighty-one cents) for each day they remain in the rental premises after July 31, 2015.

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

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Paul Catholique and Bernice Marlowe**, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

PAUL CATHOLIQUE and BERNICE MARLOWE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 17, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Jessica Relucio, representing the applicant Paul Catholique, respondent Bernice Marlowe, respondent
<u>Date of Decision:</u>	June 17, 2015

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Paul Catholique and Bernice Marlowe as the respondents/tenants was filed by the Rental Office May 1, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 237 in Lutselk'e, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail sent May 12, 2015, and confirmed received by the respondents at hearing.

The applicant alleged the respondents had failed to comply with the conditions of rental officer order #10-14219, effectively terminating their tenancy agreement March 31, 2015, and that they have failed to vacate the rental premises to date. An order was sought for compensation for use and occupation of the rental premises, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 17, 2015, by teleconference. Ms. Jessica Relucio appeared representing the applicant. Mr. Paul Catholique and Ms. Bernice Marlowe appeared as respondents.

The parties did not dispute either the tenancy agreement or what the terms of rental officer order #10-14219 were. That order required the respondents to pay rental arrears, to make minimum monthly installments of \$150 towards their rental arrears starting in October 2014, to pay their future rent on time, and conditionally terminated their tenancy agreement on March 31, 2015, unless the minimum monthly installments and rents for October 2014 to March 2015 were paid on time.

Ms. Relucio testified and provided evidence that the respondents had failed to pay their rent for November 2014 to March 2015, and that they had failed to make their minimum monthly installment payments for October and December 2014. As such, the tenancy was terminated March 31, 2015, in accordance with rental officer order #10-14219. The respondents continue to occupy the rental premises to date. The rent for April to June 2015 was assessed at the maximum monthly rent amount of \$1,150. One additional minimum monthly installment payment has been made since the tenancy terminated, that being on May 20, 2015; no other payments have been received. Ms. Relucio requested an order evicting the respondents from the rental premises and that the respondents pay compensation for use and occupation of the rental premises.

The respondents acknowledged their failure to comply with their obligations and with the rental officer order, and understood the applicant's request for eviction. They indicated they were currently not working. The respondents were not intentionally evading their obligation to pay rent, but were finding the rent to be high.

Tenancy agreement and termination of tenancy

Rental officer order #10-14219 dated September 26, 2014, acknowledged in the reasons for decision the residential tenancy agreement for subsidized public housing between the parties being in compliance with the *Residential Tenancies Act* (the Act).

Paragraph 2 of that order required the respondents to pay minimum monthly installments of \$150 starting in October 2014 towards the total combined rental arrears of \$25,905.28, which was the balance owing as of September 23, 2014.

Paragraph 3 of that order required the respondents to pay their future rent on time.

Paragraph 4 of that order terminated the tenancy agreement on March 31, 2015, if the respondents did not pay the minimum monthly installments and rents for October 2014 to March 2015 on time.

The lease balance statement and manual lease ledger entered into evidence represent the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. The respondents' did not dispute the accuracy of this statement. It was noted at hearing an erroneous double entry of the April 2015 rent, which was deducted from the total balance accordingly, after which I determined satisfaction with the amended statements. Since the hearing for rental officer order #10-14219, the respondents paid their subsidized rent for October 2014; no other payments for their monthly subsidized rent were made to date. The respondents had already made arrangements for monthly electronic funds transfers to pay the minimum monthly installment amount of \$150; however, the EFT payments for October and December 2014 were returned with insufficient funds (NSF), as was the EFT payment in April 2015. I am satisfied the respondents have failed to comply with paragraphs 2, 3, and 4 of rental officer order #10-14219 and, as such, the tenancy agreement between the parties terminated March 31, 2015.

Overholding occupancy and eviction

The respondents remain in occupancy of the rental premises without a tenancy agreement. Section 67(1) of the Act entitles a landlord to compensation for use and occupancy of a rental premises by a former tenant after the tenancy has been terminated. The respondents' eligibility for a rent subsidy ended when the tenancy agreement was terminated. The applicant has appropriately applied the maximum rent of \$1,150 against the respondents' rent account for the months of April to June 2015. Having found the tenancy agreement terminated March 31, 2015, in accordance with the Act and being satisfied that the respondents remain occupants of the rental premises, I find an eviction order justified under the circumstances.

An order will issue requiring the respondents to compensate the applicant for use and occupation of the rental premises in the amount of \$4,800, and \$37.81 for each day they remain in the rental premises after July 31, 2015, and evicting the respondents from the rental premises on August 1, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondences to respondents dated: May 1, 2015; February 17, 2015

Exhibit 2: Lease balance statement dated May 1, 2015

Exhibit 3: Rental officer order #10-14219 dated September 26, 2014

Exhibit 4: Lease balance statement and manual lease ledger report dated June 16, 2015