

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Ron Lacroix**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

RON LACROIX

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 \$1,430.00 (one thousand four hundred thirty dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

3. 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 #210, 5465 - 52 Street, in Yellowknife, Northwest Territories, will terminate July 31, 2015, and the respondent must vacate the rental premises on or before that date, unless the rental arrears are paid in full.

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

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 24, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Ron Lacroix, respondent
<u>Date of Decision:</u>	June 24, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Ron Lacroix as the respondent/tenant was filed by the Rental Office May 6, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as #210, 5465 - 52 Street, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 13, 2015.

The applicant alleged the respondent had accumulated rental arrears and had remained in occupancy of the rental premises after the tenancy agreement was terminated. An order was sought for payment of the rental arrears and eviction.

A hearing was scheduled for June 24, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook appeared representing the applicant. Mr. Ron Lacroix appeared as respondent.

The parties agreed that Mr. Lacroix had entered into a tenancy agreement for subsidized public housing for the rental premises known as #210, 5465 - 52 Street, in Yellowknife, Northwest Territories. The parties agreed that Mr. Lacroix had made no payments against his rent account in the last eight months.

Ms. Newhook testified and provided evidence that consequential to Mr. Lacroix's failure to pay his rent the landlord terminated the tenancy pursuant to section 51(5) of the *Residential Tenancies Act* (the Act) by giving Mr. Lacroix written notice on February 25, 2015, that the tenancy would end on March 31, 2015. Mr. Lacroix did not vacate the rental premises as required and remains in occupancy to date. The tenancy has not been reinstated. All rents up to and including for March 2015 have been applied a subsidy. As the tenancy ended March 31, 2015, Mr. Lacroix is no longer eligible for a rent subsidy and as such the rents as of April 2015 have been charged the maximum monthly rent of \$1,625.

Mr. Lacroix explained that he has had several difficulties over the last eight months, but acknowledged and accepted responsibility for his failure to pay the rent. He requested an opportunity to resolve his arrears in full, to reinstate his tenancy agreement, and remain resident in the rental premises. He stated that if his tenancy were reinstated and subsidies applied to the rent for April to present he expected he could pay the rental arrears in full before the end of July 2015, and that he should have no problem going forward with paying his future subsidized rent on time.

Ms. Newhook was receptive to reinstating the tenancy in order to apply the subsidy amounts to rents, but in light of the lengthy period during which no payments were received requested a conditional termination and eviction order dependent on the payment of the rental arrears in full. Mr. Lacroix was not opposed to the requested conditional termination and eviction order, fully acknowledging his responsibilities and the consequences should he fail to fulfill them again.

Tenancy agreement

The residential tenancy agreement entered into evidence establishes a tenancy agreement between the parties for subsidized public housing commencing February 19, 2010. The parties did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The statement of account entered into evidence represents the landlord's accounting of monthly assessed rent and payments made against the respondent's rent account. The parties did not dispute the accuracy of the accounting. I am satisfied the statement of account accurately reflects the status of the respondent's rent account as of June 23, 2015. I find the respondent has been repeatedly late paying his rent.

The statement of account reflects the application of maximum monthly rent for the months of April to June 2015. Accepting the applicant's reinstatement of the tenancy agreement and the applicant's submission at hearing of the subsidized rent amounts for April to June, I find the respondent has adjusted total rental arrears in the amount of \$1,430.

Termination and eviction

In light of the respondent's repeated failure to pay his rent on time and the substantial amount of rental arrears he now carries, I am satisfied termination of the tenancy and eviction of the tenant are justified. In consideration of the parties agreement, I am satisfied the termination and eviction should be conditional upon payment in full of the rental arrears.

An order will issue requiring Mr. Ron Lacroix to pay rental arrears in the amount of \$1,430, to pay his future rent on time, terminating his tenancy agreement on July 31, 2015, unless the rental arrears are paid in full, and evicting him from the rental premises on August 1, 2015, if the tenancy is terminated July 31, 2015. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's lease termination correspondence to respondent dated February 25, 2015

Exhibit 2: Statement of account dated May 4, 2015

Exhibit 3: Residential tenancy agreement dated February 19, 2010

Exhibit 4: Statement of account dated June 23, 2015