

IN THE MATTER between **Fort Providence Housing Association**, Applicant, and **Jody Williams**, 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 Providence in the Northwest Territories**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JODY WILLIAMS

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 \$5,734.95 (five thousand seven hundred thirty-four dollars ninety-five cents).
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 Unit 20, Lot 50N, in Fort Providence, Northwest Territories, will terminate October 31, 2015, and the respondent must vacate the rental premises on or before that date, unless the rental arrears of \$5,734.95 (five thousand seven hundred thirty-four dollars ninety-five cents) are paid in full and the monthly rents for August to October 2015 are paid on time.

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

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Providence Housing Association**, Applicant, and **Jody Williams**, 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 PROVIDENCE HOUSING ASSOCIATION

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-and-

JODY WILLIAMS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2015
<u>Place of the Hearing:</u>	Fort Providence, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Alphonsine Gargan, representing the applicant Jody Williams, respondent
<u>Date of Decision:</u>	July 20, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Providence Housing Association as the applicant/landlord against Jody Williams as the respondent/tenant was filed by the Rental Office May 26, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 20, Lot 50N, in Fort Providence, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 15, 2015.

The applicant alleged the respondent has repeatedly failed to pay the full amount of rent when due and carried accumulated rental arrears. An order was sought for payment of rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 16, 2015, in Fort Providence, Northwest Territories. Ms. Alphonsine Gargan appeared representing the applicant. Mr. Jody Williams appeared as respondent.

Ms. Gargan requested, in addition to the remedy applied for, that the tenancy be terminated and the respondent evicted because Mr. Williams continues to breach his obligation to make his rent payment and because his household income is greater than the income threshold required for eligibility for subsidized public housing.

The parties agreed that Mr. Williams is a tenant in subsidized public housing residing at Unit 20, Lot 50N, in Fort Providence, Northwest Territories. Ms. Gargan testified that Mr. Williams has reported his household income to date from which his monthly rent is assessed rent subsidies. All rents to date have been applied a subsidies based on the reported income. The rents for April to July 2015, have been assessed the maximum monthly rent due to Mr. Williams' reported income for the months of March to June exceeding the eligibility threshold for subsidies.

Mr. Williams acknowledged his failure to pay his rent on time each month, citing inconsistent employment as a contractor. He did not dispute the amount of rental arrears claimed. Mr. Williams testified to receiving full-time employment scheduled to begin July 22, 2015, from which he would be able to resolve his rental arrears in full and keep his rent account clear each month. He accepted and took responsibility for his situation, acknowledging the allegations respecting his historical failure to comply with his obligations and promises to pay, offering assurances this would no longer be the case now that he is employed full time.

Tenancy agreement

The residential tenancy agreement provided by the applicant establishes a tenancy agreement between the parties for subsidized public housing commencing August 15, 2013. The maximum monthly rent was set at \$1,545. The respondent did not dispute that he had entered into a subsidized public housing tenancy agreement with the applicant. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. The applicant testified that the opening balance on the statements consisted of rental arrears only accumulated prior to April 1, 2015. Two payments were received from the respondent in the last three months: \$1,000 on April 13th and \$1,300 on June 23rd. The respondent did not dispute the accuracy of the statements, acknowledging his debt. I am satisfied the statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$5,734.95

Termination of tenancy agreement and eviction

In having found the respondent repeatedly failed to comply with his obligation to pay his rent in full and on time each month and has accumulated a substantial amount of rental arrears, I am satisfied termination of the tenancy agreement is justified. In considering the respondent's recent change in employment and the promising aspects that offers to effecting resolution of the rental arrears and consistent payment of rent, I am satisfied termination of the tenancy agreement should be conditional on the payment in full of the rental arrears and monthly rent being paid on time.

The issue of whether or not the respondent continues to be eligible for subsidized public housing remains to be determined by the applicant based on the respondent's household income changes. There is not enough evidence presented to me in this application to support what the income threshold is and whether or not the respondent's income will exceed that threshold in the coming months.

Order

An order will issue requiring Mr. Jody Williams to pay rental arrears in the amount of \$5,734.95; to pay his rent on time in the future; and terminating his tenancy agreement October 31, 2015, unless the rental arrears are paid in full and monthly rents for August to October 2015 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Pages 1, 5, 9, and 10 of residential tenancy agreement dated March 23, 2015
- Exhibit 2: Rent calculation form dated April 16, 2015
- Exhibit 3: Income summary dated April 15, 2015
- Exhibit 4: Email between Alphonsine Gargan and Jody Williams dated April 15-16, 2015
- Exhibit 5: Lease balance statement dated May 20, 2015
- Exhibit 6: Applicant's correspondences to respondent dated: May 21, 2015; January 27, 2015; October 16, 2014; August 20, 2014; October 23, 2014
- Exhibit 7: Lease balance statement dated June 24, 2015
- Exhibit 8: Email from nechi@hotmail.com to Alphonsine Gargan dated June 24, 2015
- Exhibit 9: Lease balance statement dated July 13, 2015
- Exhibit 10: Respondent's offer of employment from Tli Cho Logistics dated April 14, 2015
- Exhibit 11: Three statements of earnings and deductions
- Exhibit 12: Lease balance statement for April 1, 2014, to April 13, 2015
- Exhibit 13: Lease balance statement for August 15, 2013, to March 28, 2014
- Exhibit 14: Residential tenancy agreement dated August 15, 2013
- Exhibit 15: Pages 1, 5, and 10 of residential tenancy agreement dated July 16, 2015
- Exhibit 16: Statutory declaration signed by respondent August 15, 2013
- Exhibit 17: TD Canada Trust account activities printed: October 22, 2013; January 14, 2014; April 29, 2014; October 3, 2014;
- Exhibit 18: Income summary forms dated: November 1, 2013; December 5, 2013; January 5, 2014; February 12, 2014; March 12, 2014; April 2014; May 5, 2014; June 10, 2014; July 17, 2014; October 3, 2014; September 10, 2014; October 1, 2014; November 3, 2014; December 3, 2014; January 27, 2015; February 9, 2015; April 16, 2015; April 15, 2015; May 16, 2015; June 16, 2015
- Exhibit 19: Transaction (?) lists for: January 2014; February 2014; March 2014; May 2014; June 2014; July-August 2014; October 2014; November 2014; December 2014; January 2015; February 2015; March 2015