

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Thomas Edda and Lisa Kraus**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the village of Fort Simpson in the Northwest Territories**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

THOMAS EDDA and LISA KRAUS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$13,427.24 (thirteen thousand four hundred twenty-seven dollars twenty-four cents) in minimum monthly installments of \$375.00 (three hundred seventy-five dollars) starting in August 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their 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 9810A - 104 Avenue in Fort Simpson, Northwest Territories, will terminate January 31, 2016, unless the rents and minimum monthly installments for the months of August 2015 to January 2016 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 31st day of July 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Thomas Edda and Lisa Kraus**, 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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

THOMAS EDDA and LISA KRAUS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 29, 2015
<u>Place of the Hearing:</u>	Fort Simpson, Northwest Territories
<u>Appearances at Hearing:</u>	Hilda Gerlock, representing the applicant Thomas Edda, respondent Lisa Kraus, respondent
<u>Date of Decision:</u>	July 29, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Simpson Housing Authority as the applicant/landlord against Thomas Edda and Lisa Kraus as the respondents/tenants was filed by the Rental Office June 8, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 9810A - 104 Avenue in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for June 17, 2015.

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 29, 2015, in Fort Simpson, Northwest Territories. Ms. Hilda Gerlock appeared representing the applicant. Mr. Thomas Edda and Ms. Lisa Kraus appeared as respondents.

Tenancy agreement

The parties agreed and evidence was submitted establishing a tenancy agreement between them for subsidized public housing commencing May 2009. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence by the applicant reflects the landlord's accounting of monthly subsidized rent and payments received against the respondents' rent account. The respondents did not dispute the balance owing, acknowledging their debt. I am satisfied the statement accurately reflects the status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$13,427.24.

The statement further establishes the respondents' repeated pattern of failing to pay the full amount of rent when due and often going months between any payments at all. Section 7 of the tenancy agreement specifies rent must be paid monthly and Schedule A to the tenancy agreement further specifies the rent is due the first of each month. Ms. Gerlock confirmed the landlord's flexibility on when the rent is paid as long as it is paid within the month it is due. Clearly the respondents have failed to comply with even this flexibility. I find the respondents have repeatedly failed to comply with their obligation to pay the full amount of rent when due.

Recent efforts over the last two months to make substantial payments against the rent account have been successful. The respondents testified that they have had family difficulties over the last couple of years which have taken priority for them. They have since worked to resolve those issues. Mr. Edda is also now working and testified he is making enough money at his currently seasonal employment that he anticipates being able to bring his account to a zero balance before the end of the calendar year. The respondents were able to commit to paying at least \$2,000 per month towards their monthly assessed rent and rental arrears. Using the maximum monthly rent of \$1,625 as a base amount, the respondents agreed to apply at least \$375 per month towards the rental arrears. I am satisfied the incorporation of a minimum monthly installment plan into an order for payment of rental arrears is appropriate.

Termination of the tenancy agreement and eviction

In light of the substantial amount of rental arrears and the historical pattern of failing to make payments against their rent account, I find termination of the tenancy agreement and eviction justified. However, in recognition of the respondents' recent resolve, payments, and commitment to pay down their rental arrears and make their rent payments every month, I am satisfied the termination of the tenancy agreement and eviction should be conditional on meeting those commitments.

Order

An order will issue requiring Mr. Thomas Edda and Ms. Lisa Kraus to pay rental arrears in the amount of \$13,427.24 in minimum monthly installments of \$375 starting in August 2015; to pay their rent on time in the future; terminating their tenancy January 31, 2016, unless the rents and minimum monthly installments for August 2015 to January 2016 are paid on time; and evicting them from the rental premises on February 1, 2016, if the tenancy terminates in accordance with this order on January 31, 2016. The eviction order will follow under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement dated April 1, 2012

Exhibit 2: Lease balance statement dated June 3, 2015

Exhibit 3: Applicant's correspondences to respondents dated: May 20, 2015; December 2, 2014

Exhibit 4: Rent calculation form for April 2015

Exhibit 5: Lease balance statement dated July 14, 2015

Exhibit 6: Lease balance statement dated July 28, 2015