

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Peter Bertrand**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**PETER BERTRAND**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 10th day of August 2015.

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Peter Bertrand**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**PETER BERTRAND**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 30, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>John Dewar, representing the applicant Peter Bertrand, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 30, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Peter Bertrand as the respondent/tenant was filed by the Rental Office April 29, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Lot 280, Plan 3621, in Fort Liard, Northwest Territories. The applicant personally served a copy of the filed application on the respondent on June 22, 2015.

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

A hearing was scheduled for July 30, 2015, by teleconference. Mr. John Dewar appeared representing the applicant. Mr. Peter Bertrand appeared as respondent.

#### *Tenancy agreement*

After some discussion, the parties agreed the respondent had entered into a tenancy agreement with the applicant for the rental premises known as Lot 280, Plan 3621, in Fort Liard, Northwest Territories, on February 20, 2014. The respondent did not take occupancy of the premises until May 5, 2014, at which time the tenancy agreement took effect. I am satisfied a valid tenancy agreement is in place between the parties commencing May 5, 2014, for subsidized public housing in accordance with 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 respondent did not dispute the accuracy of the statements. The parties agreed that an additional payment had been received the morning of the hearing which reduced the balance reflected on the statement to \$175.

I, however, did question a charge on the statement dated May 5, 2014, described as “Misc Chrg to zero balance of old lease...” for the amount of \$448. The parties agreed this charge was for a previous tenancy to the current one, for a different premises, that had been carried forward to the current rent account. As there was no evidence before me regarding the previous tenancy, and as it is for a completely different premises under a completely different agreement which has been expired for greater than six months, I denied the application of that charge and Mr. Dewar agreed to the deduction from the current rent account balance. Consequently, the respondent now carries a credit balance on his current rent account in the amount of \$273.

Section 7 and Schedule A to the written tenancy agreement specify the monthly assessed rents are due and payable on the first day of each month. The statements substantiate the applicant’s claim the respondent has been repeatedly late paying his rent throughout the tenancy. The respondent did not dispute the applicant’s claim, acknowledging and accepting responsibility for his failure to pay his rent on time. I find the respondent has repeatedly failed to comply with his obligation to pay the full amount of rent when it is due.

*Termination of the tenancy agreement and eviction*

Mr. Dewar withdrew the applicant’s requests for termination of the tenancy agreement and eviction.

*Order*

An order will issue requiring Mr. Peter Bertrand to pay his rent on time in the future.

---

Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement dated April 23, 2015

Exhibit 2: Statement of account dated April 23, 2015

Exhibit 3: Applicant's correspondences to respondent dated: December 22, 2014; December 23, 2014; January 9, 2015; January 28, 2015; July 4, 2014; August 18, 2014; January 7, 2015; February 4, 2015; April 2, 2015

Exhibit 4: Homeownership Entry Level Program agreement signed May 5, 2015

Exhibit 5: Residential lease agreement commencing May 5, 2014

Exhibit 6: Lease balance statement dated June 10, 2015

Exhibit 7: Lease balance statement dated July 29, 2015