

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Stacey Marcellais**, 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 **village of Fort Simpson in the Northwest Territories**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

STACEY MARCELLAIS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$6,740.00 (six thousand seven hundred forty dollars) in minimum monthly installments of \$200.00 (two hundred dollars) starting in August 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent must comply with her obligation to report household income in accordance with section 6 of her tenancy agreement.

4. 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 10002A - 95 Avenue in Fort Simpson, Northwest Territories, will terminate January 31, 2016, unless the rents and minimum monthly installments for August 2015 to January 2016 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 4th day of August 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Stacey Marcellais**, 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 SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

STACEY MARCELLAIS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 28, 2015
<u>Place of the Hearing:</u>	Fort Simpson, Northwest Territories
<u>Appearances at Hearing:</u>	Hilda Gerlock, representing the applicant Stacey Marcellais, respondent
<u>Date of Decision:</u>	July 28, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Simpson Housing Authority as the applicant/landlord against Stacey Marcellais as the respondent/tenant was filed by the Rental Office June 4, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 10002A - 95 Avenue in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 12, 2015.

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

A hearing was scheduled for July 28, 2015, in Fort Simpson, Northwest Territories. Ms. Hilda Gerlock appeared representing the applicant. Ms. Stacey Marcellais appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 1, 2013. 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 and reporting of household income

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 last payment received on the rent account was made August 1, 2014, in the amount of \$1,000; payments prior to that have been sporadic and of insufficient amounts to cover the rent and arrears. Ms. Marcellais did not dispute the accuracy of the statements.

All rents from March 2013 and February 2015 were assessed subsidies based on reported household income. The rents for March to July 2015 were assessed the maximum monthly rent of \$1,625 due to the respondent's failure to report her household income for the months of February to June 2015. Ms. Marcellais explained that she stopped reporting her household income because she stopped working in March, her only income since then consisting of employment insurance and child tax benefit payments. She claimed that she did not understand until now that she must always report her income even if there are no changes or no income. She promised to get her income statements and provide them to the landlord. Based on the respondent's testimony that she has not been employed since March and that she started receiving her employment insurance payments in May, Ms. Gerlock agreed to estimate the subsidized rents for March to May 2015 at \$80 per month and for June and July 2015 at \$160. The lease balance statement was adjusted accordingly.

The respondent indicated she could commit to making payments of \$200 per month towards her rental arrears in addition to her assessed rent. She recognized, acknowledged, and accepted responsibility for her rental arrears, and seemed to understand the importance of complying with her obligation to pay her monthly rent on time. The applicant was not opposed to incorporating a minimum monthly payment plan into an order for payment. Ms. Gerlock also requested, in light of the recent failures to report household income, that an order to comply with her obligation to report household income be included.

I am satisfied the adjusted lease balance statement accurately reflects the status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent when due and that she has accumulated rental arrears in the amount of \$6,740. I also find the respondent has failed to report her household income in accordance with section 6 of her tenancy agreement.

Termination of the tenancy agreement and eviction

The amount of adjusted rental arrears by themselves are not substantive enough to justify termination of the tenancy agreement, but the repeated pattern of failing to pay rent throughout the tenancy is. Whether in subsidized public housing or not, a tenant's primary obligation is to pay their rent in full when it is due. The respondent has clearly failed to meet this obligation. In recognition of the respondent's expressed intention to meet her obligations, and in the interest of giving her the opportunity to do so, I am satisfied a conditional termination order is justified dependent on the respondent's payment of rents and minimum monthly installments being made on time. I am not satisfied an eviction order is justified at this time.

Order

An order will issue requiring Ms. Stacey Marcellais to pay rental arrears in the amount \$6,740 in minimum monthly installments of \$200 starting in August 2015; to pay her future rent on time; to report her household income in accordance with section 6 of her tenancy agreement; and terminating her tenancy agreement on January 31, 2016, unless the rents and minimum monthly installments for August 2015 to January 2016 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement dated February 27, 2013

Exhibit 2: Lease balance statement dated May 29, 2015

Exhibit 3: Applicant's correspondences to respondent dated: May 20, 2015; December 5, 2014

Exhibit 4: Rent calculation forms for March 2015 and January 2015

Exhibit 5: Lease balance statement dated July 14, 2015

Exhibit 6: Applicant's correspondence to respondent dated May 20, 2015

Exhibit 7: Lease balance statement dated July 28, 2015