

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Walter McPherson**, 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 -

WALTER MCPHERSON

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 \$7,996.04 (seven thousand nine hundred ninety-six dollars four cents) in minimum monthly installments of \$25.00 (twenty-five dollars) starting in August 2015.
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 10110B - 94 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 **Walter McPherson**, Respondent.

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BETWEEN:

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WALTER MCPHERSON

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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 Walter McPherson, 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 Walter McPherson as the respondent/tenant was filed by the Rental Office June 8, 2015. The application was made regarding a subsidized public housing residential tenancy agreement regarding the rental premises known as 10110B - 94 Avenue in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 17, 2015.

The applicant alleged the respondent had accumulated rental arrears and had failed to report household income. An order was sought for payment of the rental arrears, reporting of household income, termination of the tenancy agreement, 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. Mr. Walter McPherson appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement between them for subsidized public housing commencing March 2007. The tenancy has been continuous since that date, with transfers between premises made in accordance with section 3 of the written tenancy agreement. The parties agreed that Mr. McPherson is currently occupying the rental premises known as 10110B - 94 Avenue in Fort Simpson, Northwest Territories. I am satisfied a valid tenancy agreement has been in place between the parties since March 2007 for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents 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 lease balance statement.

The rent for June 2015 was assessed at the maximum monthly rent of \$1,625 due to the respondent's failure to report his household income for the month of May 2015. Mr. McPherson confirmed his income had not changed for that month and acknowledged he had forgotten to report his income, promising to do so. Ms. Gerlock agreed to estimate the subsidized rent at \$80 and the lease balance statement was adjusted accordingly.

The last payment received from the respondent was made December 5, 2014, in the amount of \$160; previous payments against the account have been sporadic at best and of insufficient amounts to cover the monthly rent and arrears. Mr. McPherson stated he has been having personal issues interfere with his ability to make his payments as required. He acknowledged and accepted responsibility for his arrears and indicated he could commit to making monthly payments of \$25 towards his rental arrears in addition to his monthly assessed rent. Ms. Gerlock was receptive to the inclusion of a minimum monthly payment plan into an order for payment.

I am satisfied the adjusted lease balance statement accurately represents the respondent's rent account to date. 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 \$7996.04. I am satisfied the incorporation of a minimum monthly payment plan into the order for payment is appropriate.

Termination of the tenancy agreement and eviction

Ms. Gerlock withdrew the applicant's request for an eviction order and requested instead a conditional termination order. In light of the substantial rental arrears and repeated failure to pay the rent, I am satisfied termination of the tenancy is justified. In consideration of the respondent's testimony and the applicant's request, I am satisfied the termination of the tenancy agreement should be conditional upon the rents and minimum monthly installments being paid on time.

Order

An order will issue requiring Mr. Walter McPherson to pay rental arrears in the amount of \$7,996.04 in minimum monthly installments of \$25 starting in August 2015; to pay his future rent on time; and terminating his tenancy agreement 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 April 1, 2012

Exhibit 2: Lease balance statement dated June 2, 2015

Exhibit 3: Applicant's correspondences to respondent dated: May 20, 2015; October 8, 2014

Exhibit 4: Rent calculation form for March 2015

Exhibit 5: Applicant's tenant report dated July 16, 2015

Exhibit 6: Lease balance statements dated July 16 and July 14, 2015

Exhibit 7: Lease balance statement dated July 28, 2015