

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,  
and **Kevin Kodzin and Crystal Rabesca**, 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,  
regarding a rental premises located within the **town of Behchoko in the Northwest  
Territories.**

BETWEEN:

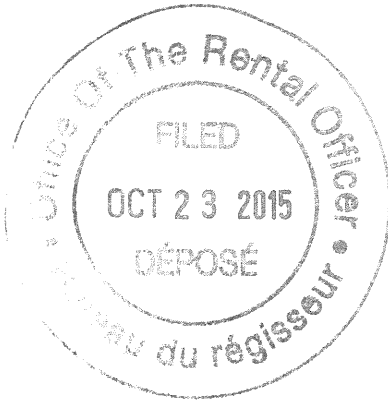
**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**KEVIN KODZIN and CRYSTAL RABESCA**

Respondents/Tenants



**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$6,402.69 (six thousand four hundred two dollars sixty-nine cents).
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 will terminate December 31, 2015, and the respondents must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the monthly rents for October, November, and December are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of October 2015.

  
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Adelle Guigon  
Deputy Rental Officer

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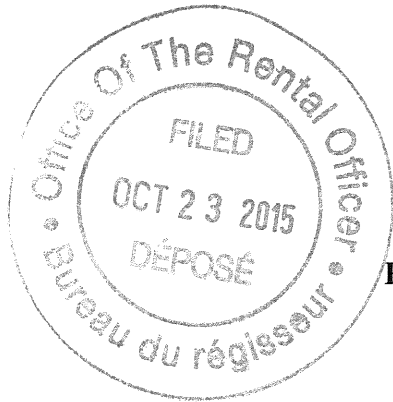
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BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

-and-



**KEVIN KODZIN and CRYSTAL RABESCA**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 23, 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>Gerry Cheezie, representing the applicant Kevin Kodzin, respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 23, 2015</b>

## **REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Kevin Kodzin and Crystal Rabesca as the respondents/tenants was filed by the Rental Office August 12, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known identified as Unit 788 in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents August 18, 2015.

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

A hearing was scheduled for September 23, 2015, by teleconference. Mr. Gerry Cheezie appeared representing the applicant. Mr. Kevin Kodzin appeared as respondent for himself and Ms. Crystal Rabesca.

### *Preliminary matters*

The application to a rental office identified the landlord as NWT Housing Corporation. The written tenancy agreement identified the landlord as Northwest Territories Housing Corporation. While recognizing the two forms represent the same corporation, in keeping with the written tenancy agreement, the application and style of cause going forward will reflect the landlord as Northwest Territories Housing Corporation.

### *Tenancy agreement*

The parties agreed and evidence was submitted establishing a written residential tenancy agreement between them for subsidized public housing. The tenancy commenced March 25, 2011. The assigned housing unit was identified as Unit 788 in Behchoko. The current maximum monthly rent was set at \$980 as of April 1, 2014. 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 made against the respondents' rent account. All rents have been assessed subsidies based on reported household income. The last payment made against the rent account was recorded July 3, 2015, in the amount of \$375. The statements corroborate the landlord's allegations that the respondents have been repeatedly late paying the full amount of their rent throughout their tenancy. The rental arrears accumulated to date total \$6,402.69.

Mr. Kodzin did not dispute the amount of rental arrears claimed, but testified that for several years the landlord did not have a local representative and the respondents were not notified of the arrears. He stated they are not able to pay the full amount owing right away.

Mr. Cheezie provided into evidence two written notices to the respondents regarding the arrears dated January 29, 2014, and August 7, 2015. Additionally, Mr. Cheezie testified that North Slave District Office staff have repeatedly notified the respondents of the rental arrears and provided counselling regarding making monthly payments, which were not complied with. An agreement to pay additional monthly amounts towards rental arrears was also not complied with.

The responsibility for paying all rents on time each month lies with the tenants. I am satisfied the respondents have repeatedly failed to pay the full amount of their rent when due and have accumulated rental arrears in the amount of \$6,402.69.

*Termination of the tenancy agreement*

In light of the substantial amount of rental arrears and the respondents' repeated failure to pay their rent on time, I am satisfied termination of the tenancy agreement is justified. The applicant has requested that the termination of the tenancy agreement be conditional on the payment of the rental arrears in full. Mr. Kodzin was responsive to this proposal and simply requested time to pay the rental arrears. I am satisfied under the circumstances that conditional termination of the tenancy agreement is appropriate, but will take the condition one step further and require payment of monthly rents on time as well as payment of rental arrears in full.

*Orders*

An order will issue requiring Mr. Kevin Kodzin and Ms. Crystal Rabesca to pay rental arrears in the amount of \$6,402.69; to pay their future rent on time; and terminating their tenancy agreement on December 31, 2015, unless the rental arrears are paid in full and the monthly rents for October, November, and December are paid on time.

  
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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondences to respondents dated: August 7, 2015; January 29, 2014; March 21, 2011

Exhibit 2: Agreement to pay rental arrears signed June 20, 2014

Exhibit 3: Lease balance statement dated August 10, 2015

Exhibit 4: Residential lease agreement for monthly tenancy starting April 1, 2014

Exhibit 5: Homeownership Entry Level Program agreement signed March 25, 2011

Exhibit 6: Residential lease agreement for fixed-term tenancy from March 25, 2011, to September 21, 2011

Exhibit 7: Lease balance statement dated September 23, 2015