

IN THE MATTER between **Northern Property Limited Partnership**, Applicant, and
Verona Winsor, 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 **city of Yellowknife in the Northwest
Territories**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

VERONA WINSOR

Respondent/Tenant

ORDER and EVICTION 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 \$4,009.00 (four thousand nine dollars) in minimum monthly installments of \$200.00 (two hundred dollars) starting in November 2015 and continuing until the rental arrears are paid in full.
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 sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate January 31, 2016, and the respondent must vacate the rental premises on or before that date, unless the monthly rents and minimum monthly installments for November, December, and January are paid on time.

4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3, the respondent will be evicted from the rental premises known as #202, 1200 Gitzel Street, in Yellowknife, Northwest Territories, on February 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 14th day of October 2015.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

VERONA WINSOR

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 7, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Aya Burshan, representing the applicant Verona Winsor, respondent
<u>Date of Decision:</u>	October 7, 2015

REASONS FOR DECISION

An application to a rental officer made by Northern Property Limited Partnership as the applicant/landlord against Verona Winsor as the respondent/tenant was filed by the Rental Office August 20, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #202, 1200 Gitzel Street, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by email deemed received August 27, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for October 7, 2015, in Yellowknife, Northwest Territories. Ms. Aya Burshan appeared representing the applicant. Ms. Verona Winsor appeared as respondent.

Tenancy agreement

The parties agreed and evidence was submitted establishing a residential tenancy agreement between them for the rental premises known as #202, 1200 Gitzel Street, in Yellowknife, Northwest Territories. The tenancy commenced November 1, 2009. The current monthly rent is \$1,405. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The resident ledger entered into evidence represents the landlord's accounting of the monthly rent, late payment penalties, and payments received against the respondent's rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the ledger accurately reflects the current status of the respondent's rent account.

The ledger corroborates the landlord's allegations that the respondent has been repeatedly late paying the full amount of rent when due and carries accumulated rental arrears in the amount of \$4,009. The last zero balance on the account was recorded on December 18, 2014. The last payment received on the account was made September 30, 2015, in the amount of \$105.

The respondent acknowledged the late payment of her rent and accepted responsibility for the accumulated rental arrears. She testified that the last year has been particularly difficult for her personally. In late June she was able to start taking actions to resolve her rental arrears dilemma, however, those actions have had slow results. She has started the application process for the Homelessness Assistance Fund, but admits her own efforts have been delayed to complete that process. Attempts to seek support from her estranged husband have been unsuccessful. With her current income, Ms. Winsor was able to commit to making monthly payments of \$200 towards her rental arrears in addition to paying her monthly rent, and requested an opportunity to resolve the arrears without losing her home. Ms. Burshan was not opposed to incorporating a minimum monthly installment plan into an order for payment of the rental arrears.

I find the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated substantial rental arrears in the amount of \$4,009. I am satisfied incorporation of a minimum monthly installment plan into an order for payment is appropriate under the circumstances.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent on time and the substantial amount of rental arrears, I am satisfied that termination of the tenancy agreement and eviction are justified. In recognition of the respondent's commitment to resolve her rental arrears, Ms. Burshan was not opposed to imposing conditional termination and eviction orders dependent on the successful payment of the monthly rents and minimum monthly installments on time. I am satisfied conditional termination and eviction orders as described are appropriate under the circumstances.

Orders

An order will issue requiring Ms. Verona Winsor to pay rental arrears in the amount of \$4,009 in minimum monthly installments of \$200 starting in November 2015; to pay her future rent on time; terminating her tenancy agreement January 31, 2016, unless the monthly rents and minimum monthly installments for November, December, and January are paid on time; and evicting her from the rental premises February 1, 2016, if the termination of the tenancy agreement comes into effect.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated August 18, 2015

Exhibit 2: Applicant's notices to respondent dated: July 10, 2015; June 10, 2015; May 8, 2015; April 10, 2015; March 9, 2015; February 9, 2015; January 9, 2015; December 8, 2014; May 6, 2014; January 27, 2014; August 20, 2013; April 10, 2013; March 7, 2013; January 16, 2013; December 14, 2012

Exhibit 3: Lease agreement made November 28, 2009

Exhibit 4: Emails between Aya Burshan and yfwinsor@gmail.com dated between April 30, 2015, and August 11, 2015

Exhibit 5: Resident ledger dated October 6, 2015