

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Debbie Beaulieu**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the town of Fort Smith in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

DEBBIE BEAULIEU

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay rental arrears in the amount of \$3,477.00 (three thousand four hundred seventy-seven dollars).
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 14.2(2)(a) of the *Residential Tenancies Act*, the respondent must pay to the landlord the outstanding security deposit in the amount of \$250.00 (two hundred fifty dollars).

4. 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 rental arrears are paid in full and the rents for December 2015 and January 2016 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of November 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Debbie Beaulieu**, 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:

NORTHWEST TERRITORIES HOUSING CORPORATION

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-and-

DEBBIE BEAULIEU

Respondent/Tenant

REASONS FOR DECISION

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|---------------------------------------|--|
| <u>Date of the Hearing:</u> | November 3, 2015 |
| <u>Place of the Hearing:</u> | Fort Smith, Northwest Territories, by teleconference |
| <u>Appearances at Hearing:</u> | Kevin Mageean, representing the applicant Debbie Beaulieu, respondent |
| <u>Date of Decision:</u> | November 3, 2015 |

REASONS FOR DECISION

An application to a rental officer made by Fort Smith Housing Authority as the applicant/landlord against Debbie Beaulieu as the respondent/tenant was filed by the Rental Office July 21, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0092, 35-4 St. Mary's Street, in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for August 10, 2015.

The applicant alleged the respondent had accumulated rental arrears and had failed to pay the full amount of required security deposit. An order was sought for payment of the rental arrears, that future rent be paid on time, that the outstanding security deposit be paid, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 3, 2015, in Fort Smith, Northwest Territories. Mr. Kevin Mageean appeared representing the applicant. Ms. Debbie Beaulieu appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as Fort Smith Housing Authority. The written tenancy agreement identified the landlord as Northwest Territories Housing Corporation with the Fort Smith Housing Authority as its agent. Mr. Mageean agreed at hearing that the landlord should properly be identified as Northwest Territories Housing Corporation. The application and style of cause will be amended and going forward will refer to the landlord as Northwest Territories Housing Corporation.

Tenancy agreement

The residential tenancy agreement entered into evidence establishes an agreement between the parties for subsidized public housing at the rental premises identified as Unit #0092, 35-4 St. Mary's Street, in Fort Smith, Northwest Territories. The tenant took occupancy of the rental premises June 10, 2015. The parties did not dispute the validity of the tenancy agreement. 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

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account, including security deposit entries. Ms. Beaulieu did not dispute the accuracy of the accounting reflected in the statements. I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$3,477.

Security deposit

The lease balance statements, as previously mentioned, indicated that of the security deposit of \$1,000 only \$750 had been paid as of November 2, 2015. Ms. Beaulieu did not dispute this, acknowledging her debt in this regard. Section 14(2) of the Act requires a tenant to pay a security deposit in full within three months of commencement of the tenancy. Ms. Beaulieu took occupancy of the rental premises June 10, 2015, and as such the security deposit should have been paid in full by September 10, 2015. I find the respondent has failed to pay the full amount of her security deposit as required under section 14(2) of the Act, and has an outstanding security deposit in the amount of \$250.

Termination of tenancy and eviction

Ms. Beaulieu acknowledged and accepted responsibility for the accumulated rental arrears, which is clearly the more significant of the issues presented. The monthly assessed rents, which are calculated based on total household income, represent the additional income that her full-time-employed, adult granddaughter is making. Unfortunately, her granddaughter has not been contributing to paying the monthly rents and, by Ms. Beaulieu's own admission, Ms. Beaulieu has not until recently requested her granddaughter's assistance in this regard. It appears Ms. Beaulieu's granddaughter may not even realize the full financial impact of her residency with Ms. Beaulieu. Regardless, the obligations and responsibilities for the tenancy, including the payment of monthly assessed rent in full when due, lies with Ms. Beaulieu, and Ms. Beaulieu accepts this. Ms. Beaulieu indicated at hearing that her granddaughter has recently promised to contribute a large sum against the rental arrears, from which Ms. Beaulieu believes she will be able to resolve the total rental arrears in relatively short order.

The substantial amount of rental arrears and the repeated failure to pay the full amount of rent when due are justification for termination of the tenancy. By agreement with all parties, a conditional termination was determined to be in order dependent on the successful payment of the rental arrears in full and the monthly rents being paid on time. I am not satisfied that an eviction order is necessary at this time, but the respondent was cautioned that the landlord could still make a new application for an eviction order should it appear the termination of the tenancy would become effective and the respondent did not vacate the rental premises as required. Ms. Beaulieu expressed appreciation for the results of this hearing and expected to use the order issued to reinforce to her granddaughter the seriousness of the situation she now finds herself in.

Order

An order will issue requiring Ms. Debbie Beaulieu to pay rental arrears in the amount of \$3,477; to pay her future rent on time; to pay outstanding security deposit in the amount of \$250; and terminating her tenancy on January 31, 2016, unless the rental arrears are paid in full and the rents for December 2015 and January 2016 are paid on time.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement printed July 17, 2015

Exhibit 2: Signed residential tenancy agreement dated June 5, 2015

Exhibit 3: Lease balance statement printed November 2, 2015

Exhibit 4: Applicant's correspondences to respondent dated: August 31, 2015; August 17, 2015;
July 31, 2015