

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Tanya Hoffmann**, 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 **town of Fort Smith in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

TANYA HOFFMANN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$361.00 (three hundred sixty-one 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 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 section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs in the amount of \$268.03 (two hundred sixty-eight dollars three cents).

DATED at the City of Yellowknife in the Northwest Territories this 30th day of November 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Tanya Hoffmann**, 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

Applicant/Landlord

-and-

TANYA HOFFMANN

Respondent/Tenant

REASONS FOR DECISION

<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 Tanya Hoffmann, 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 Tanya Hoffmann as the respondent/tenant was filed by the Rental Office July 24, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0008B, 59B St. Ann'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 11, 2015.

The applicant alleged the respondent had accumulated rental arrears and sought an order for payment of rental arrears, termination of the tenancy agreement, and eviction. Evidence presented 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. Tanya Hoffmann 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 Fort Smith Housing Authority as its agent. Mr. Mageean agreed the application should correspond with the tenancy agreement. The application and style of cause going forward will identify the landlord as Northwest Territories Housing Corporation.

At hearing, Mr. Mageean withdrew the applicant's request for termination of the tenancy agreement and eviction.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing. The tenancy commenced October 22, 2002. The rental premises was identified as Unit #0008B, 59B St. Ann's Street, in Fort Smith, Northwest Territories. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with 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, charges for repairs, and payments made against the respondent's rent account. All rents have been assessed subsidies based on reported household income, except for November 2015. The respondent did not dispute the accuracy of the landlord's accounting, accepting responsibility for her accumulated rental arrears. Mr. Mageean acknowledged the rent for November was only a few days outstanding and agreed to temporarily assess the minimum rent of \$80; he qualified that the assessment may change based on the respondent's reported income for October once received and the respondent indicated understanding of this stipulation. I am satisfied the lease balance statements as amended accurately reflect the current status of the respondent's rent account.

The last payment made against the respondent's rent account was recorded September 18, 2015, in the amount of \$160. The lease balance statement corroborates the landlord's claim that the respondent has repeatedly failed to pay the full amount of her rent when due; the respondent did not dispute this claim. I am satisfied the respondent has repeatedly failed to pay the full amount of her rent when due and has accumulated rental arrears. I find the respondent has accumulated rental arrears in the amount of \$361.

Mr. Mageean testified and provided evidence that although the respondent has reported her household income to date (aside from October 2015), historically she has been late reporting her household income as required under section 6 of the tenancy agreement. The respondent did not dispute this claim. I am satisfied the respondent has repeatedly failed to report her household income as required.

Repairs

Mr. Mageean testified and provided evidence of various damages occurring to the rental premises for which payment against the costs of repairs had not been paid in full. Unpaid repairs were for: replacement of an exterior door and jamb in July 2014, replacement of lost keys in November 2014, replacement of an exterior door jamb in August 2015, and replacement of entrance locks and keys in October 2015. The total outstanding costs claimed are \$268.03. Although the door

damage in July 2014 was reported to the RCMP by the tenant when it was discovered kicked-in and the broken door jamb was caused by the RCMP during the execution of a search warrant, the respondent accepted full responsibility for both and did not dispute either of the claims regarding the keys and locks. In doing so, I am satisfied the respondent is responsible for the claimed damages and I find she is liable for the outstanding costs of repairs in the amount of \$268.03.

Orders

An order will issue requiring Ms. Tanya Hoffmann to pay rental arrears in the amount of \$361; to pay her rent on time in the future; to comply with her obligation to report household income in accordance with section 6 of her tenancy agreement; and to compensate the applicant for the costs of repairs in the amount of \$268.03.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement printed July 15, 2015
- Exhibit 2: Un-initialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 3: Un-initialled pages 1, 6, and 7, of a residential tenancy agreement dated April 1, 2012
- Exhibit 4: Applicant's correspondences to respondent dated: April 24, 2015; March 26, 2015; January 21, 2015
- Exhibit 5: Un-initialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 6: Initialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 7: Agreement to pay rental arrears and damage arrears signed by respondent November 28, 2014
- Exhibit 8: Security deposit data entry adjustment form prepared October 22, 2002
- Exhibit 9: Page 1 and initialled Schedules A and B of a residential tenancy agreement dated October 22, 2002
- Exhibit 10: Signed check-in inspection report dated October 22, 2002
- Exhibit 11: Lease balance statement printed November 2, 2015
- Exhibit 12: Tenant damage date entry adjustment forms entered: November 2, 2015; August 18, 2015
- Exhibit 13: Applicant's invoices numbered: 133947; 125430
- Exhibit 14: Applicant's work orders numbered: TD057892; TD048884
- Exhibit 15: Applicant's correspondences to respondent dated: October 29, 2015; August 18, 2015; October 30, 2015;
- Exhibit 16: Respondent's correspondences to applicant dated: October 29, 2015; October 26, 2015; September 30, 2015;
- Exhibit 17: Respondent's letter of authorization dated September 29, 2015
- Exhibit 18: Residential tenancy agreement dated April 1, 2012