

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Connie Moses**, 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 -

CONNIE MOSES

Respondent/Tenant

ORDER and EVICTION 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 \$2,546.09 (two thousand five hundred forty-six dollars nine cents).
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 applicant outstanding security deposit in the amount of \$500.00 (five hundred 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.
5. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement is terminated in accordance with paragraph 4 of this order, the respondent will be evicted from the rental premises known as Unit #0018A, 83 St. Ann's Street, in Fort Smith, Northwest Territories, on February 1, 2016.

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

Adelle Guigon
Deputy Rental Officer

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NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

CONNIE MOSES

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
<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 Connie Moses 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 #0016, 79 St. Ann's Street, in Fort Smith, Northwest Territories. The applicant personally served a copy of the filed application on the respondent August 31, 2015.

The applicant alleged the respondent had accumulated rental arrears, has been repeatedly late paying the rent when due, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, that future rent be paid on time, compensation for the cost of repairs, 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. Connie Moses was sent a notice of attendance by registered mail which was deemed served October 20, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Moses did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Preliminary matters

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

Tenancy agreement

The residential tenancy agreements entered into evidence establish an agreement between the parties for subsidized public housing commencing March 6, 2009. The rental premises is identified as Unit #0016, 79 St. Ann's Street, in Fort Smith, Northwest Territories. After filing of this application, the respondent was transferred from Unit #0016, 79 St. Ann's Street, to Unit #0018A, 83 St. Ann's Street, in accordance with section 3 of the tenancy agreement. I am satisfied that a valid tenancy agreement for subsidized public housing between the parties is in place in accordance with the Act and has been continuous since March 2009.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents, costs of repairs, and payments made against the respondent's rent, tenant damage, and security deposit accounts. I am satisfied the statements accurately represent the current status of the respondent's rent, tenant damage, and security deposit accounts.

The statements substantiate Mr. Mageean's testimony that Ms. Moses has been repeatedly late paying the full amount of her rent when due and that she has accumulated rental arrears. The rents for August to November 2015 have each been assessed at \$610; the last three payments recorded against the rent account were made: August 4, 2015, for \$476.55; September 1, 2015, for \$600; and October 1, 2015, for \$500. Efforts have been made to make regular monthly payments, however, they have been of insufficient amount to cover the total rent due each month. I am satisfied the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears. I find the respondent has accumulated rental arrears in the amount of \$2,546.09.

Security deposit

The lease balance statement indicates that a security deposit of \$1,000 was requested in July 2015. Five hundred dollars was paid towards the security deposit account in August 2015. Section 14(2) of the Act specifies a security deposit must be paid in full within three months of the commencement of the tenancy. It seems reasonable to me that where the security deposit is

requested some time after the commencement of the tenancy that the three months to pay should count from the date the security deposit is requested. In this case, the security deposit was required to be paid in full by October 2015. I am satisfied the respondent has failed to comply with her obligation to pay the full amount of the security deposit in accordance with the Act and find she has outstanding security deposit in the amount of \$500.

Damages

The applicant originally requested compensation for repairs of damages caused by the respondent. Mr. Mageean confirmed at hearing that the repairs have been paid for in full by the respondent and withdrew the applicant's request for compensation.

Termination of the tenancy agreement and eviction

The substantial amount of rental arrears and repeated failure to pay the full amount of rent when due justify termination of the tenancy agreement and eviction. However, under the circumstances I am satisfied termination and eviction should be conditional on the payment in full of the rental arrears and payment of monthly rents on time.

Orders

An order will issue requiring Ms. Connie Moses to pay rental arrears in the amount of \$2,546.09; to pay her future rent on time; to pay outstanding security deposit in the amount of \$500; terminating her tenancy agreement January 31, 2016, unless the rental arrears are paid in full and the rents for December 2015 and January 2016 are paid on time; and evicting her from the rental premises on February 1, 2016, if the termination of the tenancy comes into effect.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement printed July 15, 2015
- Exhibit 2: Uninitialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 3: Agreement to pay rental arrears signed by the respondent November 13, 2014
- Exhibit 4: Tenant damage data entry adjustment form prepared May 22, 2015
- Exhibit 5: Applicant's invoices numbered 115828 and 115831
- Exhibit 6: Applicant's work orders numbered TD040440 and 040443
- Exhibit 7: Applicant's correspondences to respondent dated: May 22, 2015; April 24, 2015; March 26, 2015; March 4, 2015
- Exhibit 8: Initialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 9: Initialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 10: Initialled pages 1, 6, and 7 of a residential tenancy agreement dated April 1, 2012
- Exhibit 11: Signed residential tenancy agreement dated March 3, 2009
- Exhibit 12: Signed check-in inspection report dated March 5, 2009
- Exhibit 13: Lease balance statement printed November 2, 2015
- Exhibit 14: Tenant check-in/out unit condition report dated August 19, 2015
- Exhibit 15: Applicant's correspondences to respondent dated: July 31, 2015; July 17, 2015