

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Mary L. Black and Vital Whane**, 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 **city of Yellowknife in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

MARY L. BLACK and VITAL WHANE

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 \$5,743.65 (five thousand seven hundred forty-three dollars sixty-five cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, Mary L. Black must pay her rent on time in the future.

3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, Mary L. Black must report her household income as required in accordance with her tenancy agreement.

DATED at the City of Yellowknife in the Northwest Territories this 11th day of January 2016.

Adelle Guigon
Deputy Rental Officer

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-and-

MARY L. BLACK and VITAL WHANE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 9, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Rose Black, representing the applicant Mary L. Black, respondent
<u>Date of Decision:</u>	December 9, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknives Dene First Nation Housing Division as agent for the Northwest Territories Housing Corporation as the applicant/landlord against Mary L. Black and Vital Whane as the respondents/tenants was filed by the Rental Office October 20, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 907 Sikyea Tili in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on Mary L. Black by personal service on November 11, 2015, and on Vital Whane by email deemed received November 14, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears, repeatedly failed to pay the full amount of rent when due, and repeatedly failed to report household income in accordance with their tenancy agreement. An order was sought for payment of the arrears, to pay future rent on time, to report household income as required, conditional termination of the tenancy, and conditional eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for December 9, 2015, in Yellowknife, Northwest Territories. Ms. Rose Black appeared representing the applicant. Ms. Mary L. Black appeared as respondent. Mr. Vital Whane was served notice of this hearing by registered mail signed for December 2, 2015. Mr. Whane did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in Mr. Whane's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The present parties agreed and provided evidence that a joint tenancy for subsidized public housing had been entered into between the landlord and both respondents commencing August 31, 2013. The assigned rental premises was identified as 907 Sikyea Tili in Yellowknife, Northwest Territories, and the respondents have continuously occupied that premises throughout the tenancy. The present parties further agreed that the joint tenancy ended September 30, 2015, when Mr. Whane vacated the premises and Ms. Mary L. Black entered into a new sole tenancy

with the landlord effective October 1, 2015. I am satisfied a valid joint tenancy agreement for subsidized public housing was in place between the landlord, Ms. Mary L. Black, and Mr. Vital Whane until September 30, 2015, in accordance with the Act. I am satisfied a valid sole tenancy agreement for subsidized public housing is currently in place between the landlord and Ms. Mary L. Black effective October 1, 2015, in accordance with the Act.

Rental arrears - joint tenancy

Tenant ledger cards regarding the joint tenancy were entered into evidence and represent the landlord's accounting of monthly assessed rents and payments made against the respondents' joint tenancy rent account between September 1, 2013, and December 3, 2015. Rent has been applied against this account up to and including for September 2015; the last payment against this account is recorded on December 3, 2015 in the amount of \$150. Ms. Mary L. Black did not dispute the accuracy of the accounting and acknowledged the amount of rental arrears, accepting joint responsibility for it. I am satisfied the respondents have jointly accumulated rental arrears and find the rental arrears under the joint tenancy agreement amount to \$5,743.65.

Late payments and reporting of household income - sole tenancy

The tenant ledger card regarding the sole tenancy was entered into evidence and represents the landlord's accounting of monthly assessed rents and payments made against Mary L. Black's sole tenancy rent account between October 1 and December 9, 2015. Ms. Mary L. Black did not dispute the accuracy of the accounting. I am satisfied this tenant ledger card accurately reflects the current status of Ms. Mary L. Black's sole tenancy rent account.

The tenant ledger card indicated that Ms. Mary L. Black currently has a \$4 credit to her rent account. However, the ledger also indicates that payments of rent for the months of October and November were not made on time. Ms. Mary L. Black acknowledged and accepted responsibility for this failure, and promised to make her future rent payments on time.

The ledger also indicated that the household income for the months of September and October were not reported until November 5th and the household income for November was not reported until December 9th. Section 6 of the subsidized public housing residential tenancy agreement requires tenants to report their household income as and when requested by the landlord, and the

parties agreed that reporting is expected to be made by the first business day of each month for the previous month. Reporting of a given month's income is necessary in order for any subsidies to be calculated for the subsequent month. If the household income is not reported, the subsidy cannot be calculated, and the tenant is charged the maximum monthly rent. Ms. Mary L. Black acknowledged and accepted responsibility for her failure to report her household income as required, and promised to report her income as required in the future.

I am satisfied that Ms. Mary L. Black has failed to pay her rent on time and has failed to report her household income on time as required.

Termination of the tenancy agreement and eviction

The landlord's representative requested conditional termination of the tenancy and eviction, with a date of June 30, 2016, for the sole tenancy with Ms. Mary J. Black in consideration of the pattern reflected when considering the joint tenancy and the sole tenancy together. I am not satisfied this would be a fair assessment to make when one considers that the joint tenancy is affected by more than one person and may not be entirely the doing of the remaining party.

While it is certainly clear that Ms. Mary L. Black's sole tenancy had a bit of a rough start, it is a new tenancy and a repetitive pattern of behaviour cannot be established from it. I am not satisfied that termination of the tenancy and eviction – conditional or not – is justified.

Orders

An order will issue: requiring Ms. Mary L. Black and Mr. Vital Whane to pay rental arrears in the amount of \$5,743.65; requiring Ms. Mary L. Black to pay her future rent on time; and requiring Ms. Mary L. Black to report her household income as required under her tenancy agreement.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Correspondence from applicant to rental office dated October 15, 2015

Exhibit 2: Tenant ledger cards for rent under joint tenancy from September 1, 2013, to October 14, 2015

Exhibit 3: Residential tenancy agreement dated September 5, 2013

Exhibit 4: Vital Whane's agreement to comply with obligations signed September 27, 2013

Exhibit 5: Tenant ledger card for rent under joint tenancy from July 3 to December 3, 2015

Exhibit 6: Tenant ledger card for rent under sole tenancy from October 1 to December 9, 2015