

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Monica Godard**, 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:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

MONICA GODARD

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 \$13,985.62 (thirteen thousand nine hundred eighty-five dollars sixty-two 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 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 sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate April 30, 2016, and the respondent must vacate the rental premises on or before that date, unless \$1,000 has been paid towards the accumulated rental arrears, the monthly household income for February, March, and April 2016 has been reported on time, and the monthly rents for February, March and April 2016, have been paid on time.
5. 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 4 of this order, the respondent will be evicted from the rental premises known as 602 Sikyea Tili, N'Dilo, in Yellowknife, Northwest Territories, on May 1, 2016.
6. Pursuant to section 25(3)(c) of the *Residential Tenancies Act*, the landlord shall compensate the respondent for loss suffered as a direct result of unreasonably interfering with the respondent's access to the rental premises in the amount of \$300.00 (three hundred dollars).
7. Pursuant to section 25(3)(a) of the *Residential Tenancies Act*, the landlord shall immediately give the respondent access to the rental premises.

DATED at the City of Yellowknife in the Northwest Territories this 19th day of January 2016.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

MONICA GODARD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 14, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Rose Black, representing the applicant Monica Godard, respondent
<u>Date of Decision:</u>	January 14, 2016

REASONS FOR DECISION

An application to a rental officer made by Yellowknives Dene First Nation Housing Division on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Monica Godard and Quentin Sabourin as the respondents/tenants was filed by the Rental Office December 9, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for rental premises located in N'Dilo in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on Mr. Sabourin December 10, 2015, and served a copy of the filed application on Ms. Godard by email deemed received December 13, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears and repeatedly failed to pay the full amount of rent when due. An order was sought for payment of the 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 January 14, 2016, in Yellowknife, Northwest Territories. Ms. Rose Black appeared representing the applicant. Ms. Monica Godard appeared as respondent. Mr. Quentin Sabourin was served notice of this hearing by personal service December 17, 2015. Mr. Sabourin did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary Matters

Although the written tenancy agreement names both Monica Godard and Quentin Sabourin as tenants to the tenancy agreement, it is only signed by Ms. Godard, not by Mr. Sabourin. As such, there is no evidence that Mr. Sabourin agreed to be a tenant under this contract and cannot be held accountable for the terms and conditions therein contained. I find Ms. Godard to be the sole tenant responsible for this tenancy agreement.

Additionally, the written tenancy agreement identifies Northwest Territories Housing Corporation as the landlord with Yellowknives Dene First Nation as their agent. The style of cause for this matter will identify Northwest Territories Housing Corporation as the applicant/landlord and Monica Godard as the respondent/tenant.

Tenancy agreement

The parties agreed and evidence was submitted establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. The tenancy originated at 502B Sikyea Tili, N'Dilo, and then the respondent was transferred to 602 Sikyea Tili, N'Dilo in April 2013. 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

Tenant ledger cards entered into evidence by the applicant represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account as of January 8, 2016. Ms. Black confirmed that although Ms. Godard had failed to formally report her household income since February 2015, all rents were assessed subsidies based on household income assumed equivalent to the last reported month. Ms. Godard confirmed that she had not reported her household income since February, explaining that she did not believe she needed to because she has been unemployed since that time and her income has not changed. Ms. Godard did not dispute the amount of rental arrears alleged.

Section 6 of the tenancy agreement specifies that the tenant must report the total household income whenever and as often as requested by the landlord, and in the form prescribed by the landlord. Ms. Black confirmed that household income has been required to be reported monthly throughout the tenancy, required signing of documents by the tenant, and that Ms. Godard has been reminded of this obligation repeatedly since February 2015.

I am satisfied the ledger cards accurately reflect the current status of the respondent's rent account. I am satisfied Ms. Godard has not reported her household income in the form required by the landlord. I find Ms. Godard has failed to comply with section 6 of her tenancy agreement, has repeatedly failed to pay her rent on time, and has accumulated rental arrears in the amount of \$13,985.62.

Interfering with access

In the course of the hearing and with reference to exhibits within the application package the following course of events was established:

- In August 2015, Ms. Godard requested that the locks be changed to the rental premises due to domestic difficulties with her spouse, Mr. Sabourin, creating an unsafe environment for her and her children. The landlord refused to change the locks until they received confirmation that Mr. Sabourin was no longer resident in the rental premises. Ms. Godard testified that in order to protect herself and her children, she stayed with her father until the locks could be changed.
- In September 2015, the landlord confirmed that Mr. Sabourin had vacated the rental premises. On September 30th they changed the locks and took photographs of the interior of the premises. They notified Ms. Godard that the locks had been changed, but refused to provide her with the new set of keys until she paid a down payment for un-assessed damages to the rental premises.
- As of the date of this hearing, Ms. Godard has been refused access to her rental premises. She and her children continue to reside with her father. They have not had access to any of the property which has remained in the rental premises.

Section 25 of the Act specifically prohibits the unreasonable interference with access to the rental premises or residential complex by changing the locks. Although the locks were changed by mutual consent, the tenant was not permitted access to the premises of which she had the right to occupy. The landlord had no right to withhold that access. By doing so, the tenant has lost the shelter for which she has been charged rent for four months. I find the landlord has breached section 25(2) of the Act by unreasonably interfering with the tenant's access to the rental premises. As a consequence of this action, the landlord is ordered to immediately give Ms. Godard access to the rental premises and to compensate Ms. Godard for loss suffered in the amount of \$300, representing four months' subsidized rent.

Termination of the tenancy agreement and eviction

Based on the substantial amount of rental arrears and repeated failure of the tenant throughout the tenancy to pay her rent on time, I am satisfied there is justification for termination of the tenancy agreement and eviction. However, in consideration of the aggravating actions of the landlord in denying the tenant the right to access the rental premises I am inclined to impose a conditional termination and eviction order dependent on the tenant paying \$1,000 towards the rental arrears, reporting her household income on time for the months of February, March, and April, and paying her rent for February, March, and April on time.

Order

An order will issue requiring Ms. Monica Godard to pay rental arrears in the amount of \$13,985.62; to pay her rent on time in the future; to report her household income as required by section 6 of her tenancy agreement; terminating her tenancy agreement on April 30, 2016, unless \$1,000 is paid towards her rental arrears, her household income is reported on time for the months of February, March, and April 2016, and her rent is paid on time for the months of February, March, and April 2016; and evicting her from the rental premises on May 1, 2016, if the tenancy agreement is terminated in accordance with this order.

An order will also issue requiring Northwest Territories Housing Corporation to immediately give Ms. Godard access to the rental premises and to compensate Ms. Godard for loss suffered in the amount of \$300.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Tenant ledger cards for rent from March 31, 2001, to December 7, 2015
- Exhibit 2: Email conversation between Rose Black and Monica Godard dated December 1, 6, and 7, 2015
- Exhibit 3: Applicant's correspondence to respondents dated December 1, 2015
- Exhibit 4: Email from Rosebud Black to Ernest Betsina and Edward Sangris dated December 1, 2015
- Exhibit 5: Applicant's notes to file dated: November 30, 2015; October 26, 2015; August 28, 2015; August 25, 2015; August 14, 2015; August 8, 2015; August 5, 2015; June 19, 2015; June 8, 2015; May 28, 2015; May 12, 2015; May 8, 2015;
- Exhibit 6: Email from Rose Black to Monica Godard dated November 6, 2015
- Exhibit 7: Email between Rose Black and Monica Godard dated October 20 and 26, 2015
- Exhibit 8: Set of 37 photographs
- Exhibit 9: Monica Godard's written note to Rose Black dated August 4, 2015
- Exhibit 10: Email from Nora Sangris to Rose Black dated July 21, 2015
- Exhibit 11: Applicant's correspondence to Monica Godard dated June 23, 2015
- Exhibit 12: Tenant ledger card for rents from April 1 to June 5, 2015, with written note dated June 8, 2015
- Exhibit 13: Unsigned promissory note dated May 28, 2015
- Exhibit 14: Tenant ledger card for rents from April 1 to May 1, 2015, with written note dated May 8, 2015
- Exhibit 15: Applicant's correspondence to respondents dated May 29, 2013
- Exhibit 16: Tenant check-in/out unit condition report for unit number 602 signed by Monica Godard April 30, 2013
- Exhibit 17: Applicant's correspondence to respondents dated April 11, 2013
- Exhibit 18: Residential tenancy agreement dated April 1, 2012
- Exhibit 19: Tenant ledger card for rents from January 1 to January 8, 2016