

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Brad Hoben**, 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 Inuvik in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

BRAD HOBEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$3,735.10 (three thousand seven hundred thirty-five dollars ten cents) in minimum monthly installments of \$433.34 (four hundred thirty-three dollars thirty-four cents) starting in March 2016.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of February
2016.

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 3, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Janelle Butler, representing the applicant Bradley Hoben, respondent
<u>Date of Decision:</u>	February 3, 2016

REASONS FOR DECISION

An application to a rental officer made by Norman Wells Housing Authority as the applicant/landlord against Brad Hoben as the respondent/tenant was filed by the Rental Office December 1, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for December 24, 2015.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was requested for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for February 3, 2016, by teleconference. Ms. Janelle Butler appeared representing the applicant. Mr. Bradley Hoben appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as Norman Wells Housing Authority. The written tenancy agreement identified the landlord as Northwest Territories Housing Corporation with Norman Wells Housing Authority as its agent. Ms. Butler agreed at hearing the application should appropriately identify the landlord as Northwest Territories Housing Corporation. Once explained, Mr. Hoben agreed. The style of cause going forward on this application will identify the landlord as Northwest Territories Housing Corporation.

Tenancy agreement

The parties agreed and evidence was presented establishing a written tenancy agreement between them for the rental premises known as Unit 42, 24 Mountain Aves Court, in Norman Wells, Northwest Territories. The tenancy commenced at this premises on May 6, 2014. The current monthly rent is \$1,470. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of the monthly rents and payments received against the respondent's rent account. The respondent did not dispute the accuracy of the accounting, agreed with the amount of rental arrears alleged, and accepted responsibility for them. 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 \$3,735.10.

Since filing of the application the respondent has successfully reduced the amount of rental arrears accumulated and negotiated an agreement to pay the remaining arrears along with his monthly rent in a manner satisfactory to both parties. The applicant withdrew the request for termination of the tenancy agreement and eviction, requesting in a joint submission with the respondent that the order issue for payment of the rental arrears in minimum monthly installments of \$433.34 and that future rent be paid on time.

The lease balance statements support that the respondent has been repeatedly late paying the full amount of rent when due, although much of the late payments have been as a consequence of electronic funds transfers (EFT) being returned with insufficient funds (NSF). The applicant and respondent have made arrangements for the rent payments – including the requested minimum monthly installment payments – to be paid by EFT on specific dates each month to coincide with the respondent's pay periods, thereby eliminating the likelihood of the withdrawals being returned NSF. I am satisfied the requested orders are appropriate under the circumstances.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,735.10 in minimum monthly installments of \$433.34 starting in March 2016, and to pay his rent on time in the future.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement printed November 12, 2015

Exhibit 2: Applicant's correspondences to respondent dated: August 24, 2015; August 6, 2015;
June 11, 2015;

Exhibit 3: Residential lease agreement made May 6, 2014

Exhibit 4: Lease balance statement printed February 4, 2016