

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,  
and **Sandra T'Seleie and Roger Odgaard**, 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 **town of Norman Wells in the Northwest  
Territories.**

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**SANDRA T'SELEIE and ROGER ODGAARD**

Respondents/Tenants

**ORDER and EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, paragraph 1 of rental officer order number 20-14684 is rescinded and the respondents must pay to the applicant rental arrears in the amount of \$3,907.00 (three thousand nine hundred seven dollars).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents must comply with their obligation to report total household income in accordance with section 6 of their tenancy agreement.
3. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.

4. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate July 31, 2016, and the respondents must vacate the rental premises on or before that date.
5. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondents will be evicted from the rental premises known as Unit #18, 30 Sahcho, in Norman Wells, Northwest Territories, on August 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 22nd day of February 2016.

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Adelle Guigon  
Deputy Rental Officer

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Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 11, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Norman Wells, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Amanda Galati, representing the applicant Janelle Butler, representing the applicant Sandra T'Seleie, respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 11, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Norman Wells Housing Authority as the applicant/landlord against Sandra T'Seleie and Roger Odgaard as the respondents/tenants was filed by the Rental Office December 21, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for January 15, 2016.

The applicant alleged the respondents had failed to comply with a rental officer order and had accumulated additional rental arrears. An order was sought 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 11, 2016, in Norman Wells, Northwest Territories. The rental officer appeared by telephone. Ms. Amanda Galati and Ms. Janelle Butler appeared representing the applicant. Ms. Sandra T'Seleie appeared by telephone as respondent and on behalf of Mr. Roger Odgaard.

#### *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. Galati agreed the style of cause should appropriately reflect the landlord as Northwest Territories Housing Corporation. The style of cause going forward will identify the landlord as Northwest Territories Housing Corporation.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing an agreement between the parties for subsidized public housing for a rental premises in Norman Wells, Northwest Territories. The current maximum monthly rent is \$1,625. I am satisfied there is a valid tenancy agreement for subsidized public housing between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Previous rental officer order*

Rental officer file number 20-14684 was heard on June 24, 2015, with Ms. Galati, Ms. Butler, and Mr. Odgaard present. An order was issued requiring the respondents to pay rental arrears in the amount of \$5,846 in minimum monthly installments of \$1,000 payable on the last day of every month until the arrears are paid in full, that the first installment payment was due July 31, 2015, and for the respondents to pay their future rent on time.

*Rental arrears and reporting of household income*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account.

The rents for September 2015 to February 2016 were charged at the maximum monthly rent of \$1,625. The applicant explained the respondents had failed to report their total household income for the months of August 2015 to January 2016 and as a consequence the landlord could not calculate what, if any, subsidies the respondents might be eligible for. The applicant acknowledged receiving authorization from the respondents last month to receive income reports from the Canada Revenue Agency (CRA), but the reports requested of the CRA have not as yet been received. Both parties acknowledged and understood that once the necessary income reports are received the landlord may be able to assess subsidies retroactively. Until then, the assessment of the maximum monthly rent of \$1,625 is appropriate. I am satisfied the respondents have failed to report their total household income as required under section 6 of their tenancy agreement.

The lease balance statements corroborate the applicant's allegations that the respondents have failed to comply with rental officer order #20-14684 in its entirety. No payments were received from the respondents between September 22, 2015, and January 15, 2016. The rents for August 2015 to January 2016 were not paid in full on time. The minimum monthly installments of \$1,000 were not paid for August to December 2015. I am satisfied the respondents have failed to comply with a rental officer order and have failed to pay the full amount of their rent when due. I find the respondents have accumulated rental arrears in the amount of \$3,907.

*Termination of the tenancy agreement and eviction*

The applicant has requested termination of the tenancy agreement and eviction on the grounds that the respondents have repeatedly failed to comply with their obligations and, until recently, have made no effort to resolve matters. While acknowledging the respondents' large payments over the last month, the applicant reiterated the respondents' continued arrears and inconsistent pattern of payments.

Ms. T'Seleie acknowledged their failure to comply, arguing that they tried to obey with the terms of the rental officer order and made payments when they could. The respondent indicated that Mr. Odgaard has been and remains at school in Victoria, and that she is in the process of making arrangements to attend school in the fall with him. They intend to vacate the rental premises and move to Victoria, British Columbia, in August 2016. Ms. T'Seleie was adamant that she would not and could not vacate the rental premises before then. She referred to her recent successful efforts to reduce the rental arrears, and expects to resolve the remaining balance in full within the next few days.

The evidence presented establishes the respondents' failures not only to pay the rent in full, but to pay it on time if at all, and their failure to comply with a requirement to make minimum monthly payments against their rental arrears. Contrary to Ms. T'Seleie's belief that they tried to obey the terms of the rental officer order, the respondents went four months without making a single payment against their rent account. The current amount of rental arrears may not be substantial, but the respondents' repeated failure to comply with their obligations is. I am satisfied termination of the tenancy agreement and eviction are justified.

However, in light of the respondents' recent substantial payments against the rental arrears and their expressed ability to resolve the remaining amount in short order, in consideration of their intent to move to Victoria in August, and with the tacit agreement of the applicant, the termination date will extend to July 31, 2016, with eviction scheduled for August 1, 2016.

*Orders*

Pursuant to section 84(3) of the Act, I will rescind paragraph 1 of rental officer order #20-14684 and will order the respondents to pay rental arrears in the amount of \$3,907. An order will also issue requiring the respondents to comply with their obligation to report their total household income in accordance with their tenancy agreement; to pay their future rent on time; to terminate their tenancy agreement July 31, 2016; and to evict the respondents from the rental premises on August 1, 2016.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement printed December 7, 2015

Exhibit 2: Applicant's notice of termination to respondent dated December 3, 2015

Exhibit 3: Unsigned residential tenancy agreement dated August 24, 2015

Exhibit 4: Lease balance statement printed February 10, 2016