

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Evelyn Yukon**, 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 Norman Wells in the Northwest
Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

EVELYN YUKON

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 \$5,495.00 (five thousand four hundred ninety-five dollars).
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)(c) of the *Residential Tenancies Act*, the respondent must compensate the applicant for losses suffered in the amount of \$882.00 (eight hundred eighty-two dollars).

4. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate May 31, 2016, and the respondent must vacate the rental premises on or before that date, unless at least \$2,000.00 (two thousand dollars) has been paid towards the rental arrears and the rents for March, April, and May 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 Unit #11, 6 Franklin Avenue, in Norman Wells, Northwest Territories, on June 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 29th day of February 2016.

Adelle Guigon
Deputy Rental Officer

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Applicant/Landlord

-and-

EVELYN YUKON

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 11, 2016
<u>Place of the Hearing:</u>	Norman Wells, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Amanda Galati, representing the applicant Janelle Butler, representing the applicant
<u>Date of Decision:</u>	February 11, 2016

REASONS FOR DECISION

An application to a rental officer made by Norman Wells Housing Authority as the applicant/landlord against Evelyn Yukon as the respondent/tenant 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 respondent by registered mail signed for January 15, 2016.

The applicant alleged the respondent has been repeatedly late paying rent, has accumulated rental arrears, and caused the landlord to suffer monetary losses related to transferring units. An order was sought for payment of the rental arrears, compensation for losses suffered, 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. The rental officer appeared by telephone. Ms. Amanda Galati and Ms. Janelle Butler appeared representing the applicant. Ms. Evelyn Yukon was served notice of the hearing by registered mail signed for January 28, 2016. Ms. Yukon 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 *Residential Tenancies Act* (the Act).

Preliminary matters

The application to a rental officer identified the landlord as Norman Wells Housing Authority. The written tenancy agreement identifies the landlord as Northwest Territories Housing Corporation with Norman Wells Housing Authority as its agent. The applicant's representatives agreed the application and style of cause should correctly identify 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 residential tenancy agreement entered into evidence establishes an agreement between the parties for subsidized public housing for a rental premises located in Norman Wells, Northwest Territories. The tenancy has been continuous since prior to January 2011. The maximum monthly rent has been reduced over the years from \$1,867 to the current amount of \$1,625. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents appeared subsidized. The most recent copy of the lease balance statement was printed February 10, 2016, and does not include rent for February 2016. I am satisfied the lease balance statements accurately reflect the status of the respondent's rent account as of January 31, 2016.

The lease balance statements indicate that although the respondent has made relatively consistent payments against her rent account since April 2012, the payments made have been repeatedly late and have not consistently been of sufficient amounts to cover the full amount of rent due each month. I find the respondent has repeatedly failed to pay the full amount of her rent when due and has accumulated rental arrears in the amount of \$5,495. This amount effectively represents the equivalent of six months of subsidized rent.

Moving costs

Section 3 of the tenancy agreement obligates the tenant to comply with any reallocation transfer to other premises whenever the landlord determines it is necessary. In June 2015, the applicant notified the respondent that they would require vacant possession of the unit by the end of July 2015 to conduct renovations. A different, more suitable unit had been identified for the respondent, but that one would not be ready for occupancy until August 2015. The applicant had arranged for temporary housing where the respondent could reside until the new unit was ready. The applicant offered the services of their maintenance staff – at no cost to the respondent – to

assist with moving the respondent's property, but the respondent did not take advantage of this offer. The temporary housing unit was made available for the respondent to move into on June 18, 2015. When the contractors arrived at the rental premises to begin the renovations on July 27th, the respondent and her guests were still occupying the unit and in no physical condition to remove themselves or the respondent's property. The contractors were unable to commence the necessary work in a safe manner. The applicant was forced to hire a moving company to remove the respondent's property and store it until the respondent's new permanent unit was ready. The costs the applicant incurred from the moving company totalled \$882. This is a cost the applicant would not have incurred had the respondent complied with her obligation to transfer units. The respondent was given ample opportunity to effect the move prior to commencement of the construction. I am satisfied the respondent failed to comply with their obligation and that the moving costs incurred by the landlord are a loss suffered as a direct result of the respondent's breach. I find the respondent liable for the moving costs in the amount of \$882.

Termination of the tenancy agreement and eviction

The respondent's repeated failure to pay the full amount of rent when due and the substantial amount of rental arrears justify the termination of the tenancy agreement and eviction of the tenant. However, in consideration of the relatively consistent payments which the respondent appears to be capable of making, and in discussion with the applicant, I am satisfied an opportunity for the respondent to prove her ability to pay and comply with her obligations is appropriate. As such, the termination and eviction order will be conditional on whether or not the respondent pays a minimum amount towards rental arrears and pays her monthly rent on time.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$5,495; to pay her rent on time in the future; to compensate the applicant for loss suffered in the amount of \$882; terminating the tenancy agreement May 31, 2016, unless at least \$2,000 is paid towards the rental arrears and the rents for March, April, and May are paid on time; and evicting the respondent on June 1, 2016, if the tenancy is terminated in accordance with this order.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement printed December 7, 2015

Exhibit 2: Applicant's correspondences to respondent dated: March 6, 2015; August 6, 2015; September 2, 2015; August 17, 2015

Exhibit 3: Matco Moving Solutions invoice number 585965 dated August 4, 2015

Exhibit 4: Applicant's work order number 049215 dated August 14, 2015

Exhibit 5: Applicant's invoice number 125255 dated August 14, 2015

Exhibit 6: Residential tenancy agreement dated April 18, 2012

Exhibit 7: Lease balance statement printed February 10, 2016