

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**STEPHANIE POOLE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **LUTSEL K'E, NT.**

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**STEPHANIE POOLE**

Respondent/Tenant

**ORDER AND EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, section 2 of the previous order (file #10-14606, filed on May 19, 2015) is rescinded and the respondent is ordered to pay the applicant additional rent arrears in the amount of one thousand eight hundred dollars (\$1800.00).

2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 117, Lutsel K'e, NT shall be terminated on April 30, 2016 and the respondent shall vacate the premises on that date, unless rent arrears of at least four thousand two hundred dollars (\$4200.00) are paid in full.
3. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Unit 117, Lutsel K'e, NT on May 1, 2016 unless rent arrears of at least four thousand two hundred dollars (\$4200.00) are paid in full on or before April 30, 2016.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March, 2016.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**STEPHANIE POOLE**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**STEPHANIE POOLE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 18, 2016

**Place of the Hearing:** Lutsel K'e, NT via telephone

**Appearances at Hearing:** Bonnie Leonardis, representing the applicant  
Stephanie Poole, respondent

**Date of Decision:** February 19, 2016

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by failing to pay rent and by failing to pay rent arrears in accordance with the order. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$6850. Two previous orders have been issued regarding this tenancy. The first (file #10-14159, filed on September 30, 2014) ordered the respondent to pay rent arrears of \$2950 and to pay future rent on time. The second (file #10-14606, filed on May 19, 2015) ordered the respondent to pay additional rent arrears of \$2100 and terminated the tenancy agreement on July 31, 2015 unless the monthly rents plus an additional \$150/month were paid. The monthly rent for the premises is \$300.

The lease balance statement indicated that monthly rent of \$300 was paid in May, June, July and August, 2015 but no additional payments of rent arrears were paid as ordered. Therefore the tenancy agreement was terminated by the last order. However, the applicant has continued to charge the subsidized rent from August, 2015 to present and now seeks an order terminating the tenancy agreement. I must assume that the applicant has reinstated the tenancy.

The respondent stated, as she has done at the previous hearings, that she has an interest in the land on which the house is situated. She testified that she has received tax notices for the property. No evidence of any interest in land has been provided. The respondent also stated that there were outstanding repair issues and that she had undertaken repairs to the premises during the tenancy but provided no detail or evidence of what repairs were necessary or completed by herself or the costs she had assumed.

The respondent indicated that she was employed but could not afford to pay any rent due to the high cost of heating fuel and groceries in the community. The lease balance statement indicates that no payments have been made by the respondent since August, 2015. The respondent stated that she was trying to pay what she could and would like to arrange some sort of repayment plan with the landlord to pay the arrears.

As noted in the reasons for decision for the previous orders, this tenancy has been shunted from one social housing program to another but there has never been a fully executed written tenancy agreement completed since the respondent took possession. It appears that the issues regarding interest in the land and repairs have been festering for years. Neither party appears to have taken any initiative to resolve these issues and the tenant has not provided any evidence of either her alleged interest in the land or outstanding maintenance issues. I find no evidence to support the respondent's claim to any interest in land or her allegations concerning repairs.

It was determined at the previous hearing that a implied tenancy agreement exists between the parties and that the monthly rent is \$300. The respondent agreed to pay the monthly rent plus an additional \$150/month toward the rent arrears. Although she did pay the rent for a number of months, she stopped paying anything whatsoever six months ago.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order.

In my opinion there are sufficient grounds to terminate this tenancy agreement on April 30, 2016 unless the respondent makes up the payments she previously agreed to pay. I calculate that amount to be \$4200 as follows:

|  |             |
|--|-------------|
| Rent (September/15 - April/16 @ \$300/month)       | \$2400      |
| Arrears payments (May/15 - April/16 @ \$150/month) | <u>1800</u> |
| Total  | \$4200      |

I find the lease balance statement to be in order and find the rent arrears to be \$6850. Taking into account the previous orders, I shall rescind section 2 of the previous order permitting the respondent to pay the rent arrears in installments of \$150/month and issue an order requiring the respondent to pay an additional \$1800. The three previous orders shall therefore equal the current balance of the rent owing

|                 |             |
|-----------------|-------------|
| Order #10-14159 | \$2950      |
| Order #10-14606 | 2100        |
| This order      | <u>1800</u> |
| Total           | \$6850      |

An order shall issue requiring the respondent to pay the applicant additional rent arrears of \$1800 and terminating the tenancy agreement on April 30, 2016 unless payments of at least \$4200 are made by the respondent. An eviction order to be effective on May 1, 2016 unless at least \$4200 is paid on or before April 30, 2016 shall also be issued.

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Hal Logsdon  
Rental Officer