

IN THE MATTER between **Wade Friesen**, Applicant, and **Norbert Watchepese and Marlene Michel**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**WADE FRIESEN**

Applicant/Landlord

- and -

**NORBERT WATCHEPESE and MARLENE MICHEL**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$10,865.00 (ten thousand eight hundred sixty-five dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate September 30, 2016, and the respondents must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the monthly rents are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 8th day of March 2016.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

**WADE FRIESEN**

Applicant/Landlord

-and-

**NORBERT WATCHEPESE and MARLENE MICHEL**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 2, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Wade Friesen, applicant Norbert Watchepese, respondent Marlene Michel, respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 2, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Wade Friesen as the applicant/landlord against Norbert Watchepese and Marlene Watchepese was filed by the Rental Office February 1, 2016. The application was made regarding a residential tenancy agreement for a rental premise located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents February 1, 2016.

The applicant alleged the respondents had repeatedly failed to pay the full amount of rent when due and had accumulated substantial rental arrears. An order was sought for payment of the rental arrears, that future rent be paid on time, and conditional termination of the tenancy agreement. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for March 2, 2016, in Yellowknife, Northwest Territories. Mr. Wade Friesen appeared as applicant. Mr. Norbert Watchepese and Ms. Marlene Michel appeared as respondents.

#### *Preliminary matters*

The application to a rental officer identified the respondents as Norbert Watchepese and Marlene Watchepese. The respondents identified themselves at hearing as Norbert Watchepese and Marlene Michel. Mr. Friesen explained he understood the respondents had gotten married and assumed Ms. Michel had changed her name as a result. The parties agreed the respondents should be identified as Norbert Watchepese and Marlene Michel. The style of cause going forward will identify the respondents as agreed.

#### *Tenancy agreement*

The parties agreed that a verbal residential tenancy agreement had been entered into between the them commencing greater than nine years earlier. The current monthly rent was established at \$1,550. I am satisfied a valid tenancy agreement between the parties is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The applicant submitted a statement of account representing the landlord's accounting of monthly rent and payments made against the respondents' rent account between January 2013 and March 2016. The respondents' did not dispute the accuracy of the accounting. I am satisfied the statement of account accurately reflects the current status of the respondents' rent account.

The statement of account indicates the last payment was made in December 2015 in the amount of \$1,160. I am satisfied, based on the statement of account, the respondents have been repeatedly late paying the full amount of rent when due and I find the respondents have accumulated rental arrears in the amount of \$10,865.

*Termination of the tenancy agreement*

The respondents explained they have been in financial straights for some time, largely due to Mr. Watchepese suffering from joint pain preventing him from working as much as he would like and Ms. Michel being unemployed. They have had difficulties securing income assistance and are on a lengthy waiting list for subsidized public housing. They have just started the process applying for the Homelessness Assistance Fund.

The parties agreed that throughout the tenancy Mr. Watchepese has worked as a general labourer for the landlord, payment for which has been applied against rent. Unfortunately, the amount of work performed has been insufficient to account for the rent due, and what cash payments have been made have also been insufficient. Mr. Watchepese expressed a desire to do as much work for the landlord as he could to pay the rent and resolve the arrears. Mr. Friesen indicated he has the work available for Mr. Watchepese but required a reliable commitment from him. By his own calculations, Mr. Friesen indicated that 10 hours of work per week would be sufficient to apply against the rental arrears over six months; at least 20 hours of work per week would be required to satisfy both the monthly rent and regular payments against the accumulated rental arrears. Although he despaired of his physical limitations, Mr. Watchepese expressed a willingness to do what is necessary to resolve his debt with the landlord.

Mr. Friesen expressed regret that the situation had to come to this end but could not countenance the substantial amount of rental arrears continuing. He reiterated that under the circumstances termination of the tenancy is necessary, but he was willing to accept a long-term conditional termination order dependent on whether or not the respondents successfully met their obligations to pay monthly rent on time and pay off their rental arrears.

Based on the substantial amount of rental arrears and the respondents repeated failure to pay rent on time, I am satisfied that termination of the tenancy agreement is justified. In consideration of the concessions made at hearing between the parties, I find conditional termination of the tenancy dependent on payment of the rental arrears in full and monthly rent being paid on time appropriate. It was confirmed at hearing that the landlord could make application any time for an earlier termination date should the respondents fail to comply with the conditions of this order. It was also confirmed the landlord retains the right to apply for an eviction order.

*Order*

An order will issue requiring the respondents to pay rental arrears in the amount of \$10,865; to pay their rent on time in the future; and terminating the tenancy agreement September 30, 2016, unless the rental arrears are paid in full and the monthly rents have been paid on time.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Statement of rent account from January 2013 to February 2016

Exhibit 2: Notice of rent increase dated September 30, 2015

Exhibit 3: Statement of rent account from January 2013 to March 2016