

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and **Minnie Whimp**, 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**, Rental Officer, regarding a rental premises located within the **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

MINNIE WHIMP

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sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, paragraph 1 of rental officer order number 10-14391 is rescinded and the respondent must pay to the applicant rental arrears in the amount of \$16,929.00 (sixteen thousand nine hundred twenty-nine dollars).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 sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate July 31, 2016, and the respondent must vacate the rental premises on or before that date, unless the rents for May, June, and July 2016 are paid on time and at least \$500 is paid towards the rental arrears identified in paragraph 1 of this order.
4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement terminates on July 31, 2016, in accordance with paragraph 3 of this order, the respondent will be evicted from the rental premises known as Duplex #8 (1814-B), Lot 73, Plan 58, in Fort Resolution, Northwest Territories, on August 1, 2016.

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

Adelle Guigon
Rental Officer

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Minnie Whimp, 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,

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

MINNIE WHIMP

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 21, 2016
<u>Place of the Hearing:</u>	Fort Resolution, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kim Beaulieu, representing the applicant Morgan Unka, representing the applicant Minnie Whimp, respondent
<u>Date of Decision:</u>	April 21, 2016

REASONS FOR DECISION

An application to a rental officer made by Fort Resolution Housing Authority as the applicant/landlord against Minnie Whimp as the respondent/tenant was filed by the Rental Office March 2, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for March 15, 2016.

The applicant alleged the respondent has been repeatedly and unreasonably late paying rent, has accumulated rental arrears, and has failed to comply with a rental officer order. An order was sought to rescind rental officer order number 10-14391, for lump sump payment of rental arrears, for future rent to be paid on time, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for April 21, 2016, in Fort Resolution, Northwest Territories. The rental officer appeared by telephone. Ms. Kim Beaulieu appeared by telephone representing the applicant. Ms. Morgan Unka appeared in person representing the applicant. Ms. Minnie Whimp appeared as respondent.

Preliminary matters

The application to a rental officer identified Fort Resolution Housing Authority as the landlord. The written tenancy agreement identified Northwest Territories Housing Corporation as the landlord with Fort Resolution Housing Authority as its agent. The applicant's representatives agreed the style of cause should correctly identify Northwest Territories Housing Corporation as the applicant/landlord and going forward will be so amended.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement for subsidized public housing between them commencing July 1, 2012. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

On December 11, 2014, a rental officer found the respondent had accumulated rental arrears in the amount of \$16,754 and issued an order for the respondent to pay the rental arrears in minimum monthly installments of \$150 starting in January 2015, to pay her rent on time in the future, and terminating her tenancy agreement on December 31, 2014, unless at least \$440 was paid towards the rental arrears. The respondent successfully paid the \$440 before December 31, 2014, and her tenancy continued.

The respondent was successful at making seven out of 10 of her minimum monthly installment payments and rent payments between January and October 2015. No further payments of any kind were received from the respondent after October 23, 2015, to date. All rents have been assessed subsidies. The respondent's rental arrears have now accumulated to \$16,929 – more than they were at the December 2014 hearing. The respondent did not dispute the amount of rental arrears claimed. I am satisfied the respondent has repeatedly failed to pay her rent and has failed to comply with a rental officer order to pay minimum monthly installments towards her rental arrears and to pay her rent on time in the future. I find the request to rescind paragraph 1 of rental officer order number 10-14391 appropriate and I find that the respondent has accumulated rental arrears in the amount of \$16,929.

Termination of the tenancy agreement and eviction

The respondent testified that a garnishee order from an old debt is taking 75 percent of every pay cheque, making it extremely difficult for her to support herself and her partner. Additionally, she has recently been diagnosed with a medical condition which requires expensive medication not covered by any health plan and from which the symptoms often prevent her from being able to work. She acknowledges her significant debt to the applicant, but has been unable to access help through other programs.

When asked if she had applied for the Homelessness Assistance Fund (HAF), she testified that she had been led to believe that because she was a public housing client she was not eligible for the fund, so she did not apply. The applicant's representative provided the contact information for the HAF and the respondent was encouraged to contact the HAF coordinator directly to determine her eligibility.

When asked if she had sought a reduction in the amount being garnished, she testified that her employer called the court registry and was told that the court order could not be varied. We speculated at hearing that the employer could not initiate changes to the court order, but the respondent might be able to make application to the courts to reduce the amount of the garnishee order due to financial hardship, and the respondent was encouraged to make inquiries directly to the court registry.

Regardless of the personal circumstances of the respondent, her obligations to pay the rent remain. The importance of making the rent payments a priority and seeking all avenues of assistance to manage her debt were emphasized. Having already been brought before a rental officer for the same issues does not appear to have borne sufficient weight. I am satisfied termination of the tenancy agreement and eviction are justified. However, in light of the degree of the circumstances alleged by the respondent, I am prepared to grant her one more opportunity to prove she can successfully comply with her obligations. She was strongly cautioned that should she be brought before a rental officer again for the same reasons it is highly unlikely she will receive such consideration again.

Order

An order will issue rescinding paragraph 1 of rental officer order number 10-14391; requiring the respondent to pay rental arrears in the amount of \$16,929; requiring the respondent to pay her rent on time in the future; terminating the respondent's tenancy agreement July 31, 2016, unless the monthly rents are paid on time and at least \$500 is paid towards the rental arrears; and evicting the respondent from the rental premises August 1, 2016, if the tenancy is terminated in accordance with this order.

Adelle Guigon
Rental Officer