

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and  
**Kurt Adam Grossetete**, 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 **village of Fort Simpson in the Northwest Territories**.

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**KURT ADAM GROSSETETE**

Respondent/Tenant

**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41(4)(a) and 84(3) of the *Residential Tenancies Act*, paragraph 1 of Rental Officer Order Number 10-14752 is hereby rescinded, and the respondent must pay to the applicant rental arrears in the total amount of \$26, 732.80 (twenty-six thousand seven hundred thirty-two dollars eighty cents).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate June 30, 2016, and the respondent must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent will be evicted from the rental premises known as 9-plex 5, 9820 - 102 Street, in Fort Simpson, Northwest Territories, on July 31, 2016.
4. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises at a rate of \$53.42 for each day the respondent remains in the rental premises after June 30, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 14th day of June 2016.

---

Adelle Guigon  
Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and  
**Kurt Adam Grossetete**, 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-

**KURT ADAM GROSSETETE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2016

**Place of the Hearing:** Fort Simpson, Northwest Territories, by teleconference

**Appearances at Hearing:** Kathy Konisenta, representing the applicant  
Kurt Grossetete, respondent

**Date of Decision:** June 13, 2016

### **REASONS FOR DECISION**

An application to a rental officer made by Fort Simpson Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Kurt Adam Grossetete as the respondent/tenant was filed by the Rental Office March 3, 2016. The application was made regarding a subsidized public housing residential tenancy agreement located in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for March 16, 2016.

The applicant alleged the respondent had failed to comply with a previous rental officer order, had repeatedly failed to pay rent, and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 13, 2016, in Fort Simpson, Northwest Territories. The rental officer appeared by telephone. Ms. Kathy Konisenta appeared representing the applicant. Mr. Kurt Grossetete appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was submitted establishing a residential tenancy agreement between them for subsidized public housing. The tenancy commenced in May 2007. 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).

#### *Previous rental officer order*

Rental Officer Order Number 10-14752 was issued July 28, 2015, requiring the respondent to pay rental arrears of \$25,622.80 in minimum monthly installments of \$100 starting in August 2015, requiring the respondent to pay his rent on time in the future, and terminating the respondent's tenancy agreement October 31, 2015, unless the monthly rents and minimum monthly installments for August, September, and October 2015 were paid on time.

*Rental arrears*

The lease balance statements submitted into evidence by the applicant represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the accounting or the amount of rental arrears claimed, and accepted responsibility for the arrears. I am satisfied the statements accurately reflect the status of the respondent's rent account.

The statements show that the minimum monthly installments and the rents for August, October 2015 were paid on time, but September 2015 was not. This would have made the termination of the tenancy on October 31, 2015, effective, however, the landlord chose not to enforce the termination and permitted the tenancy to continue.

The current rental arrears have accumulated to \$26,732.80, which is an increase to the amount of rental arrears since the last rental officer order was issued and indicates the respondent's continued failure to comply with the rental officer's order to pay future rent on time and to pay the minimum monthly installments towards the rental arrears.

I find the respondent has failed to comply with paragraphs 1 and 2 of Rental Officer Order Number 10-14752, has repeatedly failed to pay his rent on time, and has accumulated rental arrears in the amount of \$26,732.80.

*Termination of the tenancy agreement and eviction*

The applicant's request for termination of the tenancy agreement and eviction are justified by the respondent's repeated failure to pay his rent on time and the substantial amount of rental arrears. Further justification can be found in the respondent's failure to comply with the previous rental officer order, the hearing for which the respondent was in attendance. The respondent acknowledged the necessity to terminate his tenancy agreement as a reasonable consequence of the breaches of his obligations and only asked for additional time to secure a new residence and remove his possessions. I am satisfied a reasonable resolution to accommodate the respondent's request is to terminate the tenancy agreement on June 30<sup>th</sup>, order eviction July 31<sup>st</sup>, and order compensation for use and occupation of the premises for each day the respondent remains in the rental premises after June 30<sup>th</sup>.

*Orders*

An order will issue rescinding paragraph 1 of Rental Officer Order Number 10-14752, requiring the respondent to pay rental arrears in the amount of \$26,732.80, terminating the tenancy agreement June 30, 2016, evicting the respondent from the rental premises July 31, 2016, and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$53.42 for each day he remains in the rental premises after June 30, 2016.

---

Adelle Guigon  
Rental Officer