

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and **Jennifer Konisenta**, 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 **community of Nahanni Butte in the Northwest Territories**.

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**JENNIFER KONISENTE**

Respondent/Tenant

**ORDER and EVICTION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,560.00 (two thousand five hundred sixty dollars) in minimum monthly installments of \$150.00 (one hundred fifty dollars) starting in July 2016.
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 September 30, 2016, and the respondent must vacate the rental premises on or before that date, unless the monthly rents and minimum monthly installments for July, August, and September 2016 are paid on time.
4. 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 3 of this order, the respondent will be evicted from the rental premises known as NB-SK49, Lot SK49, in Nahanni Butte, Northwest Territories, on October 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of June 2016.

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Adelle Guigon  
Rental Officer

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AND IN THE MATTER of a hearing before **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

-and-

**JENNIFER KONISENTE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 8, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories, by teleconference

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

**Date of Decision:** June 8, 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 Jennifer Konisenta 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 for a rental premises located in Nahanni Butte, Northwest Territories. The applicant served a copy of the filed application on the respondent by email sent March 14, 2016. The application was deemed received by the respondent March 17, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent was repeatedly late paying the full amount of rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, that future rent be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 8, 2016, by teleconference. Ms. Kathy Konisenta appeared representing the applicant. Ms. Jennifer Konisenta appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was submitted establishing a residential tenancy agreement between them for subsidized public housing commencing November 1, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statements submitted by the applicant represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. The respondent did not dispute the accuracy of the lease balance statements. I am satisfied the lease balance statements accurately represent the current status of the respondent's rent account.

The statements support the landlord's allegations that the respondent has been repeatedly late paying her rent and that she has accumulated substantial rental arrears. The respondent did not dispute the amount of rental arrears, accepting responsibility for them.

The applicant's representative confirmed that all rents have been subsidized based on last year's tax return. She further stated that if there have been any significant changes to the total household income – for example, due to one of the adult occupants no longer working – those changes must be reported to the landlord so that they may re-assess the rent subsidy. Until then, the current subsidized rent of \$845 will stand. The respondent confirmed that her partner has been unemployed since approximately October 2015, which has made it difficult to keep up with the rent payments. She acknowledged she has not formally notified the landlord of the change of employment status within the household as yet.

I note from the lease balance statements that since the filing of this application the respondent has successfully reduced her rental arrears by more than half, having made significant efforts to do so. She has acknowledged the significance of the rental arrears and the repeated failure to pay the full amount of rent on time, and the seriousness of the potential consequences for these breaches of her obligations.

The applicant initially requested the rental arrears be paid in full within 30 days. Under the circumstances I find this to be somewhat unreasonable. This is the first time this respondent has been brought before a rental officer. Although she has continuously carried rental arrears throughout the year-and-a-half tenancy, the respondent has acknowledged the debt and made recent significant efforts to resolve it. The respondent admitted she could not pay the entire amount of rental arrears within 30 days. It was ultimately agreed that a minimum monthly installment of \$150 towards the rental arrears, in addition to the monthly subsidized rent, would be satisfactory.

I am satisfied the respondent has been repeatedly late paying her rent. I find the respondent has accumulated rental arrears in the amount \$2,560.

*Termination of the tenancy agreement and eviction*

The applicant initially requested termination of the tenancy agreement and eviction if the respondent did not pay the full amount of rental arrears within 30 days. As previously stated, I am not satisfied 30 days is a reasonable period to expect full payment of the rental arrears in this case. However, in consideration of the repeated failure to pay the rent on time throughout the tenancy and the substantial amount of rental arrears, I am satisfied conditional termination of the tenancy agreement and eviction are warranted.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,560 in minimum monthly installments of \$150 starting in July 2016; to pay her future rent on time; terminating her tenancy agreement September 30, 2016, unless the monthly rents and minimum monthly installments for July, August, and September 2016 are paid on time; and evicting the respondent from the rental premises on October 1, 2016, if the tenancy is terminated in accordance with this order.

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Adelle Guigon  
Rental Officer