

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Fred Jacobson, 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 Tuktoyaktuk in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

FRED JACOBSON

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,330.00 (one thousand three hundred thirty dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his 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 August 31, 2016, and the respondent must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the rents for July and August 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 Unit 166 in Tuktoyaktuk, Northwest Territories, on September 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of June 2016.

Adelle Guigon
Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Fred Jacobson, 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-

FRED JACOBSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 16, 2016

Place of the Hearing: Tuktoyaktuk, Northwest Territories, by teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant
Brian Larman, representing the applicant

Date of Decision: June 16, 2016

REASONS FOR DECISION

An application to a rental officer made by Tuktoyaktuk Housing Association as the applicant/landlord against Fred Jacobson as the respondent/tenant was filed by the Rental Office March 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail deemed served March 24, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent 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 16, 2016, in Tuktoyaktuk. The rental officer appeared by telephone. Ms. Lucille Pokiak appeared representing the applicant. Mr. Brian Larman appeared by telephone representing the applicant. Mr. Fred Jacobson was served notice of the hearing by registered mail deemed served June 2, 2016, pursuant to section 71(5) of the Act. Mr. Jacobson did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified the landlord as Tuktoyaktuk Housing Association. The written tenancy agreement identified the landlord as the Northwest Territories Housing Corporation with Tuktoyaktuk Housing Association as its agent. The applicant's representatives agreed the landlord should be identified as the Northwest Territories Housing Corporation. The style of cause for this matter going forward will identify the applicant/landlord as the Northwest Territories Housing Corporation.

Tenancy agreement

The applicant's representatives testimony and evidence submitted established a residential tenancy agreement between the parties for subsidized public housing in Tuktoyaktuk. The tenancy commenced in June 1991. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the Act.

Previous rental officer orders

Rental Officer Order Number 20-11375 was made April 12, 2010, requiring the respondent to pay rental arrears in the amount of \$1,815.53, terminating the tenancy agreement April 30, 2010, unless the rental arrears were paid in full, and requiring the respondent to pay his future rent on time. This order was satisfied and the tenancy agreement continued after April 30, 2010.

Rental Officer Order Number 20-14122 was made September 11, 2014, requiring the respondent to pay rental arrears in the amount of \$2,004, terminating the tenancy agreement November 30, 2014, unless the rental arrears were paid in full and the rents for October and November 2014 were paid on time. This order was satisfied and the tenancy agreement continued after November 30, 2014.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account as of June 10, 2016. I am satisfied the statements accurately reflect the current status of the respondent's rent account.

The applicant's representatives testified that all rents have been subsidized based on reported household income. The statements corroborate the applicant's allegation that the respondent has been repeatedly late paying his rent since December 2014. The respondent has made two substantial payments of \$2,000 each on April 4, 2016, and May 2, 2016, which have reduced the accumulated rental arrears but not resolved them.

I am satisfied the respondent has failed to comply with a rental officer order to pay his future rent on time and as such has repeatedly and unreasonably failed to pay the full amount of his rent when due. I find the respondent has accumulated rental arrears in the amount of \$1,330.

Termination of the tenancy agreement and eviction

Although the respondent's current rental arrears are not as substantial as they have been in the past, considering the rents are subsidized the amount of arrears are still high. Additionally, the repeated failure to pay his rent when it's due is a substantial breach of his tenancy agreement. The respondent's efforts to pay large sums once or twice a year would hold more significance if they were paying for his rent in advance rather than for rental arrears. I can concede that the respondent's successful compliance with previous rental officer orders to pay his rental arrears in full within specific periods of time is mitigating, however, the persistent recurring pattern of not paying his rent continues. I am satisfied termination of the tenancy agreement and eviction are justified, but with agreement of the applicant's representatives will permit one more opportunity for the respondent to comply with his obligations by making termination and eviction conditional on whether or not he pays his rental arrears in full and his rent on time.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,330, requiring the respondent to pay his rent on time in the future, terminating the tenancy agreement August 31, 2016, unless the rental arrears are paid in full and the rents for July and August 2016 are paid on time, and evicting the respondent from the rental premises September 1, 2016, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer