

Yellowknife Housing Authority v. Delorme, 2003 NWTSC 47

S-0001-CV-2003000128

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

IN THE MATTER between the YELLOWKNIFE HOUSING AUTHORITY,
Applicant, and LOUISE DELORME

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, HAL LOGSDON, Rental
Officer, regarding the rental premises at YELLOWKNIFE, NT

BETWEEN:

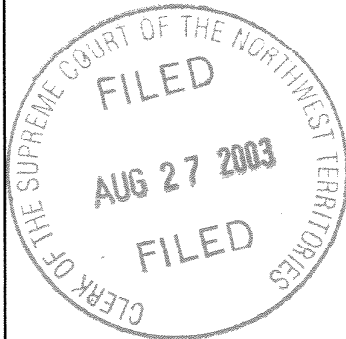
YELLOWKNIFE HOUSING AUTHORITY,

Applicant/Landlord

- and -

LOUISE DELORME

Respondent/Tenant



Transcript of the Oral Reasons for Decision by The
Honourable Justice J.E. Richard, at Yellowknife, in the
Northwest Territories, on June 20th, A.D. 2003.

APPEARANCES:

Mr. A. von Kursell: Counsel for the Applicant/Landlord
Ms. K. Payne: Counsel for the Respondent/Tenant

1 THE COURT: Ms. Delorme has appealed the
2 decision of the Rental Officer under the Residential
3 Tenancies Act. That decision was made by the Rental
4 Officer on December 12th of last year.

5 No grounds of appeal are formally stated in the
6 Notice of Appeal. However, I glean from the affidavit
7 which Ms. Delorme has filed in support of the appeal
8 that (a), she disagrees with the Rental Officer's
9 decision to terminate the tenancy; and (b), she says
10 that she did not receive proper notice of the December
11 12th hearing.

12 I find, after consideration, that there is no
13 merit in this appeal. The fact that Ms. Delorme
14 disagrees with the Rental Officer's decision is an
15 insufficient reason to set aside that decision by an
16 appeal in this court.

17 In the circumstances of this case, I find that it
18 was not unreasonable for the Rental Officer to proceed
19 with the hearing in Ms. Delorme's absence on December
20 12th.

21 The background of this case must be considered for
22 a full understanding of the context of the December
23 12th hearing. First of all, it should be remembered
24 that these landlord/tenant disputes, as I have stated,
25 are intended by the Legislature to be dealt with in a
26 summary fashion before a Rental Officer rather than in
27 the courts.

1 Ms. Delorme and her landlord were before the
2 Rental Officer in November, 2000 because of her failure
3 to pay rent as provided and her rental arrears. The
4 Rental Officer did not order termination of the lease
5 at that time, but allowed Ms. Delorme to pay her rental
6 arrears in installments over a period of time, a period
7 of months.

8 In 2002, Ms. Delorme was again in a situation
9 where her rent was seriously in arrears. In September,
10 2002 she signed an agreement with her landlord
11 promising to make monthly installments on her rental
12 arrears and agreeing that if she failed to make the
13 payments, the landlord would be going back to the
14 Rental Officer to have the tenancy terminated. She
15 failed to make the agreed payments, and so the landlord
16 filed an application with the Rental Officer for
17 termination of the tenancy. All of this appears from
18 the record which is before this Court.

19 The record also shows that a copy of the
20 application, this is the landlord's application, was
21 served on Ms. Delorme's residence on November 6th. The
22 Rental Officer set the hearing date for December 12th
23 and notice of the hearing was served on Ms. Delorme's
24 residence by leaving a copy with her 15 or 16-year-old
25 son.

26 Ms. Delorme now says that her son never gave the
27 notice to her. There is no evidence of Ms. Delorme

1 making any inquiries with the Rental Officer or her
2 landlord regarding the application or the hearing of
3 the application either before December 12th or
4 subsequently.

5 I conclude that Ms. Delorme has not been diligent
6 in her dealings with her landlord or the office of the
7 Rental Officer, and, accordingly, it is difficult to
8 have any sympathy with her when she complains that she
9 has not been treated fairly. On the contrary, from the
10 record it appears to the Court that she has been
11 treated fairly by both her landlord and the Rental
12 Officer.

13 In the particular circumstances of this case, in
14 my view it was open to the Rental Officer to determine
15 that Ms. Delorme, the tenant, had received adequate
16 notice of the hearing. I find, therefore, that there
17 is no reason to set aside the decision of the Rental
18 Officer, and this appeal is dismissed. The stay of the
19 Rental Officer's decision is lifted. The decision of
20 Justice Vertes of April 25th on file number 2003/128 is
21 in effect. That means that Ms. Delorme is to vacate
22 the premises forthwith. Otherwise, the Sheriff will
23 evict her.

24 Now, that is the Court's ruling, and if push comes
25 to shove, that is what is going to have to happen. I
26 would hope that you people can leave here today and
27 achieve the vacation of the premises without involving

1 the Sheriff, but, as counsel know, that is what has to
2 happen. The landlord will have its costs of this
3 appeal hearing, which I hereby set at \$250 inclusive of
4 disbursements.

5 Now, is there anything further on this matter,
6 counsel?

7 MS. PAYNE: No, sir.

8 MR. VON KURSELL: No, sir.

9 THE COURT: Thank you.

10 (AT WHICH TIME THE PROCEEDINGS CONCLUDED)

11 Certified to be a true and accurate
12 transcript pursuant to Rules 723
and 724 of the Supreme Court Rules.

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Jill MacDonald, CSR(A), RPR
Court Reporter