

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **ERIC SMITH**, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

ERIC SMITH

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six thousand seven hundred ninety seven dollars and ninety five cents (\$6797.95).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the cleaning of the premises after the termination of the tenancy agreement in the amount of two hundred eighty nine dollars and eighty seven cents (\$289.87).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
December, 2002, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **ERIC SMITH**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

ERIC SMITH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2002

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: Joan Hickling, representing the applicant
Eric Smith, respondent

Date of Decision: December 18, 2002

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about August 29, 2002 when the respondent vacated the rental premises. The applicant alleged that extensive cleaning of the premises was required and that rent remained unpaid. The applicant noted that the full, unsubsidized rent had been charged for the months of June, July and August, 2002 because the respondent failed to provide any income information upon which to calculate the subsidized rent. The premises are subsidized public housing and the written tenancy agreement between the parties obligates the tenant to report household income.

The respondent provided a copy of the security deposit statement which indicated deductions for cleaning, a lock change and rent arrears and showed a balance owing to the applicant in the amount of \$7096.82. The applicant sought an order requiring the respondent to pay that amount.

The respondent did not dispute any of the deductions on the security deposit statement or the charges for the work done. The respondent stated that he had not been able to locate the required documents to file the income declarations but would seek to locate duplicates to provide to the landlord.

In my opinion, the application of the full unsubsidized rent is reasonable as the respondent has failed to provide any income information to the applicant. No dispute as to the charges for cleaning and repairs was heard. I find the statement of the security deposit in order. Applying the

retained security deposit first against the cleaning and repair charges, I find the balance owing for cleaning to be \$289.87 and the rent arrears to be \$6797.95. An order shall be issued requiring the respondent to pay those amounts to the applicant.

Hal Logsdon
Rental Officer