

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**MELINDA MACCAULEY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MELINDA MACCAULEY**

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 nine thousand seven hundred thirty nine dollars (\$9739.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0054, Tulita, NT shall be terminated on March 30, 2011 and the respondent shall vacate the premises on that date.
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises for each day in

April, 2011 that the respondent remains in possession during that month in the amount of sixty seven dollars and eighty six cents (\$67.86).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of February, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**MELINDA MACCAULEY**, 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:

**TULITA HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MELINDA MACCAULEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 22, 2011

**Place of the Hearing:** Tulita, NT via teleconference

**Appearances at Hearing:** Helen Squirrel, representing the applicant  
Melinda MacCauley, respondent

**Date of Decision:** February 25, 2011

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$26,056. The full unsubsidized rent has been assessed on numerous occasions. The applicant stated that the full unsubsidized rent had been charged in December, 2010 and January and February, 2011 because the respondent had not provided any household income information on which to calculate the rent. The applicant stated that all other rent assessments had been calculated on the reported household income.

Also included on the rent ledger was a charge of \$1854.24 for legal fees. There was no evidence provided by the applicant to determine the detail of these fees.

Two previous orders have been issued regarding this tenancy agreement. File #20-10415, filed on October 30, 2008 required the respondent to pay rent arrears of \$4608. File #20-11108, filed on April 13, 2010 required the respondent to pay rent arrears of \$11,397. At April 13, 2010 the unsatisfied portions of the two orders totalled \$13,005.

Unsatisfied portion of #20-10415	\$1608
#20-11108	<u>11,397</u>
Total	\$13,005

Since the issuance of #20-11108, rent in the amount of \$4650 has been paid satisfying #20-10415 and leaving an unsatisfied balance of \$8355 on #20-11108.

The respondent did not dispute the rent arrears and stated that she planned to move out of the premises and try to pay the outstanding arrears.

My review of the ledger indicates that, in addition to the unsubsidized rents charged for December, 2010, January and February, 2011 there were also unsubsidized rents charged in March, April and May, 2010 that have not been adjusted to income. There is no evidence as to why these rents were charged. I am unable to determine what these rents should be as there was no income information available at the hearing and the subsidy agent was not in attendance to explain why the unsubsidized rent was charged. Without supporting evidence, I cannot consider the application of the unsubsidized rent to be reasonable.

The applicant provided no information regarding the legal fees applied to the account. Compensation for legal costs are usually not granted. Without any detail as to what they represent, the request for compensation of \$1854.24 is denied.

I find the respondent in breach of her obligation to pay rent. Ignoring the rent for March, April and May, 2010 I find rent arrears of \$18,094 calculated as follows:

Balance owing as per last order	\$13,005
Rent assessed June/10 to Feb/11	9739
Rent paid since last order	<u>(4650)</u>
Total	\$18,094

Taking into consideration the unsatisfied balance of the previous order, an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$9739 calculated as follows:

Rent arrears	\$18,094
less unsatisfied balance of #20-11108	<u>(8355)</u>
Order	\$9739

In my opinion, there are sufficient grounds to terminate this tenancy agreement and evict the respondent. This tenancy agreement has been terminated twice by order and on each occasion the applicant has entered into a new agreement on the respondent's promise to pay. Each time, that promise was broken. The respondent has not reported her income for three months or paid any rent whatsoever since October, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$9739 and terminating the tenancy agreement on March 30, 2011. Should the respondent fail to vacate the premises she is ordered to pay compensation for use and occupation of \$67.86 for each day in April, 2011 she remains in possession. A separate eviction order shall issue.

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Hal Logsdon  
Rental Officer