

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,
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 eleven thousand three hundred ninety seven dollars (\$11,397.00).
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 April 30, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April, 2010.

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 ASSOCIATION

Applicant/Landlord

-and-

MELINDA MACCAULEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2010

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: April 12, 2010

REASONS FOR DECISION

The respondent was served with a *Notice of Attendance* sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 and terminating the tenancy agreement. 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 \$15,041. The full unsubsidized rent of \$2036 was applied in March, 2010. The applicant stated that she assumed the unsubsidized rent was charged because the respondent failed to report her household income but there was no direct evidence to indicate that was the case.

A previous order (file #20-10415, filed on October 30, 2010) required the respondent pay rent arrears of \$4608 and terminated the tenancy agreement on November 21, 2008 unless the rent arrears were paid in full. The ledger clearly indicates that the order was not satisfied. To date, only \$3000 has been paid toward the satisfaction of the order, leaving an unsatisfied balance of \$1608.

Rather than enforce the termination order and seek the eviction of the respondent, the applicant entered into another tenancy agreement with the respondent. The respondent also signed an agreement to pay the monthly rent plus an additional \$500/month commencing in April, 2009. The ledger indicates that this agreement has been breached as well.

In my opinion, there is not sufficient evidence to determine if the application of the full unsubsidized rent in March, 2010 was reasonable. Not having any information as to the respondent's household income, I can not determine the rent for that month. Ignoring the rent for March 2010, I find rent arrears of \$13,005 calculated as follows:

Rent arrears as at February 28/10	\$14,005
Payment March 10, 2010	<u>(1000)</u>
Total	\$13,005

I find the respondent in breach of her obligation to pay rent. Taking into consideration the unsatisfied portion of the previous order, an additional order shall issue requiring the respondent to pay the applicant rent arrears of \$11,397 calculated as follows:

Rent arrears	\$13,005
Unsatisfied portion of previous order	<u>(1608)</u>
Current order	\$11,397

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent has continued to fall more seriously in arrears since the last order was issued. The landlord has renewed the tenancy agreement despite the respondent's failure to satisfy the last order. A repayment arrangement was also provided to the respondent with no success. The tenancy agreement between the parties shall be terminated by order on April 30, 2010.

Hal Logsdon
Rental Officer