

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **EMMA AMUNDSON**, 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 **FORT SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**EMMA AMUNDSON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of twelve thousand two hundred thirty seven dollars (\$12,237.00). The respondent shall pay the arrears in monthly installments of no less than fifty dollars (\$50.00), payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2012.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **EMMA AMUNDSON**, 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:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**EMMA AMUNDSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **January 19, 2012**

**Place of the Hearing:**                      **Fort Simpson, NT**

**Appearances at Hearing:**                      **Karen Douglas, representing the applicant**  
   **Emma Amundson, respondent**

**Date of Decision:**                              **January 19, 2012**

**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 and terminating the tenancy agreement on April 1, 2012 unless the alleged arrears were paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$14,292.

The respondent disputed a charge of \$50 shown on the statement for a call out charge to open a door. She stated that she had left the door unlocked but had inadvertently latched the screen door. She stated that she was not provided with a key to the other door to the premises and asked the landlord to assist her because she did not want to damage the screen door. She stated that the landlord did not provide the key but attended the premises and broke the screen door to give her access. She stated that she still does not have a key to the other door.

The respondent also disputed the rent of \$2005 applied in February, 2009. The assessment represents the full unsubsidized rent and was applied by the Department of Education Culture and Employment, the designated subsidy agent at the time. The respondent stated that the rent was assessed at the unsubsidized rate because her husband no longer lived in the premises but was listed as an occupant and had not signed the application for assistance. The applicant had no direct knowledge of the matter. The respondent was a full time student at the time.

The parties discussed a repayment plan and agreed that the rent arrears could be paid in monthly installments of \$50/month plus the monthly assessed rent.

In my opinion, the application of the full unsubsidized rent for February, 2009 is not reasonable. The subsidy agent had the income information for Ms Amundson and should have set the rent based on her income. The relief of \$2005 is denied. I am unable to determine from the information provided what the rent should have been. As well, I do not think the call out charge of \$50 is reasonable as the respondent was not given a full set of keys to the premises. I find the rent arrears to be \$12,237 calculated as follows:

Balance as per statement	\$14,292
Less Feb/09 rent	(2,005)
Less call-out charge	<u>(50)</u>
Total	\$12,237

An order shall issue requiring the respondent to pay the applicant rent arrears of \$12,237 in monthly installments of \$50, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2012. The respondent is also ordered to pay the monthly rent on time.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full amount of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer