

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,  
and **PAMELA WRIGLEY**, 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 **NORMAN WELLS, NT.**

BETWEEN:

**NORMAN WELLS HOUSING AUTHORITY**

Applicant/Landlord

- and -

**PAMELA WRIGLEY**

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 three thousand one hundred dollars (\$3100.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand forty two dollars and sixty six cents (\$3042.66).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of July,  
2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,  
and **PAMELA WRIGLEY**, 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-

**PAMELA WRIGLEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 28, 2012

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

**Appearances at Hearing:** Chris Greek, representing the applicant

**Date of Decision:** July 3, 2012

### **REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation that the Notice of Attendance had been received, but the respondent was provided with a notice on June 11, 2012 indicating where the item could be picked up. The applicant stated that the respondent was residing at the service address and had been seen lately in the community. The respondent did not appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant testified that the respondent abandoned the premises on February 2, 2012. The applicant retained the security deposit (\$500) and interest (\$1.10) applying it against rent arrears (\$11,836.90) and repair costs (\$3543.76) resulting in a balance owing to the applicant of \$14,879.56. The applicant sought an order requiring the respondent to pay that amount. The applicant provided a copy of the tenancy agreement, ledgers, work orders and invoices in evidence. The premises are subsidized public housing.

A previous order (file #20-12275, filed on October 14, 2011) required the respondent and a joint tenant, Christine Dejarlais to pay rent arrears of \$6306. This was the amount of rent owing to September, 30, 2011. Applying all rent received since the order was issued to the satisfaction of that order does not fully satisfy the order. Since that order was issued, a new tenancy agreement for the same premises between the applicant and Ms Wrigley as sole tenant was executed but the

accounting treats both tenancy agreements as one. The applicant already has a judgment for amounts owing to September 30, 2011. Therefore I shall only consider the rent which has come due since that date. Those amounts are as follows:

October, 2011 rent	\$1012
November, 2011 rent	32
December, 2011 rent	32
January, 2012 rent	1012
February, 2012 rent	<u>1012</u>
Total	\$3100

The applicant stated that the full unsubsidized rent of \$1012 was charged in October, 2011 and January and February, 2012 because the respondent failed to provide any income information on which to calculate a subsidized rent. The applicant also stated that due to the repairs to the premises that were required, the unit could not be re-rented in February, 2012.

I find the application of the full unsubsidized rent to be reasonable and find rent arrears of \$3100.

The applicant stated that the repairs were made necessary due to the negligence of the tenant or persons she permitted in the premises. In my opinion, the work orders confirm that the repairs were for tenant damages and I find the repair and cleaning costs of \$3543.76 reasonable.

Applying the security deposit first to the repair costs, I find rent arrears of \$3100 and repair costs of \$3042.66 calculated as follows:

Repair costs as per work orders	\$3543.76
Less security deposit and interest	<u>(501.10)</u>
Total repair costs	\$3042.66

- 4 -

Plus rent arrears	<u>3100.00</u>
Total due applicant	\$6142.66

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3100 and repair costs of \$3042.66.

---

Hal Logsdon  
Rental Officer