

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
CHELSEA DOCTOR, 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 -

CHELSEA DOCTOR

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 hundred ninety six dollars (\$396.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of four hundred thirteen dollars and ninety nine cents (\$413.99).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0083, Tulita, NT shall be terminated on November 30, 2012 and the respondent shall vacate the premises

on that date unless the rent arrears, cleaning costs and the balance of the security deposit in the total amount of nine hundred twenty six dollars and ninety nine cents (\$926.99) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
CHELSEA DOCTOR, 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-

CHELSEA DOCTOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 5, 2012

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: November 5, 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 of delivery but a notice was left with the respondent by Canada Post on October 24, 2012 advising her of the item. I also contacted the respondent by phone on November 1, 2012 and advised her of the notice and the time, date and location of the hearing. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion, it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit 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 owing in the amount of \$874. Included in this balance was invoice #1425 for cleaning when the tenant was transferred to another unit (\$350) and invoice #1414 for taking garbage to the dump and helping the tenant move her furniture to a new unit (\$128). The latter invoice was for \$127.98 but was posted to the ledger as \$128, an error of \$0.02. The applicant stated that all of the rent had been assessed based on the reported household income.

The applicant also provided a copy of the security deposit ledger which indicated a balance owing of \$117.

Moving the tenant's furniture is a separate contract than the tenancy agreement. I do not have the jurisdiction to deal with these types of contracts. Although the moving costs were not segregated from the garbage removal costs in my opinion it is reasonable to consider 50% of the invoice, or \$63.99, as the moving costs. Relief for the moving costs of \$63.99 are denied.

I find the respondent in breach of her obligation to pay rent, cleaning costs and the balance of the security deposit. I find the rent arrears to be \$396.

Balance as per ledger	\$874.00
Less invoice #1425	(350.00)
Less invoice #1414 as posted	<u>(128.00)</u>
Rent arrears	\$396.00

I find the cleaning costs and garbage removal costs of \$413.99 to be reasonable

Invoice #1425	\$350.00
50% of invoice #1414 actual amount	<u>63.99</u>
Total cleaning costs	\$413.99

I find the remaining balance of the security deposit to be \$117. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, cleaning costs and the balance of the security deposit are paid in full. I calculate that amount to be \$926.99 as follows:

Rent arrears	\$396.00
Cleaning costs	413.99
Security deposit	<u>117.00</u>
Total	\$926.99

A order shall issue requiring the respondent to pay the applicant rent arrears of \$396 and cleaning costs of \$413.99 and terminating the tenancy agreement on November 30, 2012 unless these amounts and the remaining balance of the security deposit are paid in full. I calculate that amount to be \$926.99 as shown above.

Hal Logsdon
Rental Officer