

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **KATHLEEN MCDONALD**, Respondent;

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

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 -

KATHLEEN MCDONALD

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 seven thousand six hundred eighty eight dollars and eighty cents (\$7688.80).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant call-out charges in the amount of fifty dollars (\$50.00).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **KATHLEEN MCDONALD**, 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-

KATHLEEN MCDONALD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2015

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: Amanda Galati, representing the applicant
Janelle Butler, representing the applicant
Kathleen McDonald, respondent

Date of Decision: August 12, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay costs associated with a call-out to unlock her door. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the cost of the call out. The premises are subsidized public housing.

The tenancy agreement between the parties was terminated on August 4, 2015 when the respondent vacated the premises. The applicant continues to hold a security deposit of \$500 and has not yet completed a statement of the deposit nor are they required to do so yet. Section 18 of the *Residential Tenancies Act* permits a landlord to hold a security deposit for ten days after the termination of the tenancy agreement.

The applicant provided a copy of a lease balance statement in evidence which indicated a balance owing of \$7738.80. Included in that amount are charges for a call-out to unlock the door to the premises in the amount of \$50. The full unsubsidized rent has been applied in April, May, June and July, 2015. The applicant stated that the respondent had failed to provide any income information on which to calculate a subsidized rent.

The respondent did not dispute the allegations.

I find the lease balance statement in order and find rent arrears of \$7688.80. I find the application

of the full unsubsidized rent to be reasonable but note that the landlord is obligated to adjust the unsubsidized rents as necessary should the respondent report the household income in accordance with the tenancy agreement. I find the call-out charges reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$7688.80 and call-out charges of \$50. The applicant shall apply the retained security deposit first to the repair of any damages, then to the satisfaction of this order and issue a statement of the deposit and deductions to the respondent in accordance with section 18 of the Act.

Hal Logsdon
Rental Officer