

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **ANDREW DEWLING AND BELINDA GULLY**, Respondents;

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 -

ANDREW DEWLING AND BELINDA GULLY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand eight hundred fifteen dollars and thirty five cents (\$1815.35).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of \$501.60.
3. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Belinda Gully shall pay the applicant rent arrears in the amount of seven thousand nine hundred ninety five dollars (\$7995.00).

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent Brenda Gully shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **ANDREW DEWLING AND BELINDA GULLY**, Respondents.

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-

ANDREW DEWLING AND BELINDA GULLY

Respondents/Tenants

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

Date of Decision: August 12, 2015

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that Mr. Dewling vacated the premises on or about January 31, 2015 and leaving Ms Gully as the sole occupant. The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the joint tenancy agreement to enable them to enter into a sole tenancy agreement with Ms Gully.

The applicant stated that NWT Housing Corporation policy prevented them from entering a new tenancy agreement with Ms Gully without first obtaining an order terminating the joint tenancy agreement. It would appear that the termination of the joint tenancy agreement is what all parties wished to do and it was only a policy (or perceived policy) that prevented that from happening by mutual agreement. I see no reason to issue a termination order. I shall consider the joint tenancy agreement terminated by mutual agreement on January 31, 2015 and a new sole tenancy agreement formed with Ms Gully on February 1, 2015.

The applicant provided a statement of the rent account which indicated a balance owing of

\$10,772.01. Included in this amount are repair costs totalling \$1001.67. The applicant provided work orders and invoices for the repairs and stated that they were all made necessary due to the negligence of the respondents. All of the repairs were done prior to January 31, 2015.

The respondent stated that they continued to hold a security deposit of \$500. In my opinion this deposit should be applied to the repair costs undertaken during the period prior to January 31, 2015 and a new security deposit collected from Ms Gully. Applying the security deposit and interest to the repair costs, I find repair cost owed by the respondents of \$501.60 calculated as follows:

Repair costs	\$1001.67
less security deposit	(500.00)
less interest	<u>(0.07)</u>
Repair costs owing	\$501.60

The full unsubsidized rent has been applied in the months of April, June, July and August, 2015.

The applicant testified that Ms Gully had failed to provided any income information to enable the calculation of a subsidized rent.

I find rent arrears which accrued prior to January 31, 2015 to be \$1001.67 and rent arrears which accrued after that date to be \$7995. I find the application of the full unsubsidized rent to be reasonable but note that should Ms Gully report the household income in accordance with the tenancy agreement, the landlord is obligated to adjust the rent accordingly.

An order shall issue requiring the respondents to pay rent arrears of \$1815.35 and repair costs of

\$501.60. The order shall require Ms Gully to pay the applicant rent arrears of \$7995 and to pay future rent on time.

Hal Logsdon
Rental Officer