

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **BERNADETTE UNKA AND JIM O'REILLY**, 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,  
regarding the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**BERNADETTE UNKA AND JIM O'REILLY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #10-6825, filed on February 5, 2002) is rescinded and the respondents shall pay the applicant rent arrears in the amount of twenty five thousand four hundred eleven dollars (\$25,411.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit A-2, Fort Resolution, NT shall be terminated on September 10, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of August,  
2004.

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Hal Logsdon  
Rental Officer

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-and-

**BERNADETTE UNKA AND JIM O'REILLY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 24, 2004

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

**Appearances at Hearing:** Joyce Beaulieu, representing the applicant  
Elizabeth-Ann McKay, representing the applicant

**Date of Decision:** August 24, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on August 4, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$25,411. Although the rent has been assessed based on the tenants' declared household income and was recently reassessed in June, 2004, the tenants have been paying only \$100/month. The current rent is assessed at \$773/month.

A previous order (File #10-6825, filed on February 5, 2002) required the respondents to pay rent arrears in installments of no less than \$200/month and pay the monthly rent on time. The previous order has been breached repeatedly.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$25,411. The previous order shall be rescinded and the respondents ordered to pay the balance of rent owing in lump sum. In my opinion, there are sufficient grounds to terminate the tenancy agreement. It is apparent that the respondents are willing to pay only a fraction of the assessed

rent and that the only effective remedy available to the landlord is termination of the tenancy agreement. The order shall terminate the tenancy agreement between the parties on September 10, 2004 and the respondents shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer