

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **LINDA MCKAY**, 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,
regarding the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

LINDA MCKAY

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 sixteen dollars (\$316.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of October,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **LINDA MCKAY**, 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:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

LINDA MCKAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 28, 2004

Place of the Hearing: Fort Resolution, NT via teleconference

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

Date of Decision: October 7, 2004

REASONS FOR DECISION

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

The applicant provided copies of the tenant ledger and rent statements in evidence which indicated a balance of rent arrears in the amount of \$2906. The applicant testified that the tenancy agreement for the premises, unit D-10, commenced on June 1, 2001. The applicant indicated that the arrears of a previous tenancy agreement between the applicant and joint tenants Linda McKay and Paul Smith for unit 38 had been carried over to the account for this tenancy agreement when the joint tenancy was terminated on May 31, 2001. Therefore the balance of arrears indicated on the ledger represents arrears for two separate tenancy agreements. A previous order was issued with respect to the previous tenancy agreement requiring the joint tenants to pay rent arrears. The ledger indicates that the order has not been satisfied.

My analysis of the ledger suggests that of the balance of \$2906, all of the arrears except \$316 relate to the previous tenancy agreement for unit 38. I calculate that amount as follows:

Balance at March 30/01	\$2558
April rent	32
May rent	32
Payment, May 31/01	<u>(32)</u>
Balance of arrears for unit 38	\$2590
Balance at September 10/04	<u>\$2906</u>
Difference (Arrears - Unit D-10)	\$316

Section 68 of the *Residential Tenancies Act* requires that applications be made in a timely manner.

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

The tenancy agreement respecting unit 38 was terminated over three years ago and no application has been made. In my opinion, there is no reason to consider an extension of the statutory time limit, particularly when there has been no enforcement of the previous order, which is largely unsatisfied.

I find the respondent is in breach of her obligation to pay the full amount of rent and find the rent arrears to be \$316. An order shall issue requiring the respondent to pay the applicant the rent arrears and to pay future rent on time.

Hal Logsdon
Rental Officer