

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **VIOLA LECLAIR**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**VIOLA LECLAIR**

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 fifty five dollars (\$7655.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 3, 5024-53rd Street, Yellowknife, NT, shall be terminated on April 30, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. 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 15th day of April, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**VIOLA LECLAIR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 12, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant

**Date of Decision:** April 12, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was heard in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7655. A previous order (file #10-9293, filed on December 19, 2006) required the respondent to pay rent arrears, report her household income and provide authorization to verify the income. That order has been satisfied and all rents have been calculated in accordance with the respondent's household income.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$7655. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$7655 and terminating the tenancy agreement on April 30, 2007 unless the rent arrears are paid

in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer