

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LYNN ROSE TOLOGANAK**, Respondent;

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

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 -

LYNN ROSE TOLOGANAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 17th day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LYNN ROSE TOLOGANAK**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LYNN ROSE TOLOGANAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: December 13, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt. The respondent was contacted by phone prior to the hearing and provided with the date, time and location of the hearing. She stated that she would not be able to attend the hearing due to her work schedule. She stated that she had resolved the issue with the landlord. Given the nature of this application, it is not unreasonable to deem the Notice of Attendance served. The matter was heard in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the rent on the days it was due. The applicant stated that all rent arrears had been paid in full and withdrew their request for an order terminating the tenancy agreement and evicting the respondent in favour of an order to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account and a copy of the tenancy agreement in evidence. The tenancy agreement obligates the tenant to pay the monthly rent in advance and the statement indicates that the rent has repeatedly been paid late.

I find the respondent in breach of her obligation to pay rent on the days it is due. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer