

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ALLISON NEYANDO**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALLISON NEYANDO

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 five hundred eighty four dollars and forty nine cents (\$584.49).
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 0159 Andrew Kunnizzi Street, Fort McPherson, NT shall be terminated on October 31, 2015 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of five hundred eighty four dollars and forty nine cents (\$584.49) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ALLISON NEYANDO**, 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 MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ALLISON NEYANDO

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 17, 2015
<u>Place of the Hearing:</u>	Fort McPherson, NT via teleconference
<u>Appearances at Hearing:</u>	Betty Firth, representing the applicant
<u>Date of Decision:</u>	September 17, 2015

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 delivery but Canada Post confirmed that a notice was left at the respondent's address on September 2, 2015 indicating where the item could be picked up. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. 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 rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a tenancy agreement, a lease balance statement and a tenant ledger card in evidence. The latest balance shown on the tenant ledger card as at September 4, 2015 is \$612.82. Included in this balance is a charge of \$28.33 on July 10, 2015. The applicant had no documentation for this charge and did not know what it was for.

I cannot consider the \$28.33 charge without a reasonable explanation as to why it was charged. I am satisfied that the remaining charges are rent and that the balance of rent arrears is \$584.49. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant suggested that October 31, 2015 was a reasonable date

and I concur.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$584.49. An order shall issue requiring the respondent to pay the applicant rent arrears of \$584.49 and terminating the tenancy agreement on October 31, 2015 unless those arrears are paid in full. An eviction order to become effective on November 1, 2015 unless the rent arrears are paid on or before October 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer