

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DONNA SHAE**, 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 -

**DONNA SHAE**

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 thousand five hundred five dollars (\$3505.00).
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 661 Williams Avenue, Yellowknife, NT shall be terminated on June 20, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 4th day of June, 2008.

Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**DONNA SHAE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 3, 2008**

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

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

**Date of Decision:**                      **June 3, 2008**

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held 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 rent arrears were paid by June 20, 2008. The premises are subsidized public housing.

The applicant stated that the electricity for the premises, which is the responsibility of the tenant, had been disconnected due to non-payment.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$4906. The applicant stated that they were not seeking the June, 2008 rent of \$1401, bringing the balance owing to \$3505.

Two previous orders have been issued against the respondent regarding non-payment of rent. Both orders have been satisfied.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$3505. In my opinion, there are sufficient grounds to terminate the tenancy

agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3505 and terminating the tenancy agreement between the parties on June 20, 2008 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon  
Rental Officer

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