

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **DEBORAH KENDI**, 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 -

**DEBORAH KENDI**

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 hundred forty four dollars and ninety eight cents (\$744.98).
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 0080 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on February 28, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of  
February, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **DEBORAH KENDI**, 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-

**DEBORAH KENDI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 8, 2013

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** February 8, 2013

### **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 the respondent was provided with a notice by Canada Post on January 22, 2013 that an item was available for her to pick 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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$744.98. The applicant stated that all of the assessed rent had been calculated based on the reported household income.

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 \$744.98. 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 \$744.98 and terminating the tenancy agreement on February 28, 2013 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer