

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
SONYA FRISE, 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 **HAY RIVER, NT.**

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

SONYA FRISE

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 12th day of June,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
SONYA FRISE, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

SONYA FRISE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 8, 2014

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Adam Swanson, representing the applicant

Date of Decision: May 8, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The application was made pursuant to sections 41 and 63 of the *Residential Tenancies Act* and sought an order requiring the respondent to pay alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant stated that since the application was made, all of the rent arrears had been paid in full. A statement of the rent account, the tenancy agreement and numerous notices concerning rent arrears were provided in evidence. No previous orders have been issued against the respondent.

It is clear from the evidence that the respondent has breached her obligation to pay rent on the days it is due on numerous occasions. The tenancy agreement requires that the rent be paid monthly in advance. I find the respondent in breach of section 41 of the Act.

In my opinion, an order to pay future rent on time is a more reasonable remedy than termination of the tenancy agreement at this time. However, should the respondent continue to breach her obligation to pay rent in accordance with the tenancy agreement, the landlord may file another application seeking termination and eviction.

An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer