

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **ARTHUR LAFFERTY**, 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 RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

ARTHUR LAFFERTY

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 four thousand seven hundred eighty four dollars and forty eight cents (\$4784.48).
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 0004-04, Lot 19-1, Plan 2343, Fort Resolution, NT shall be terminated on February 15, 2015 and the respondent shall vacate the premises on that date unless rent arrears in the amount of four thousand seven hundred eighty four dollars and forty eight cents (\$4784.48) 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 17th day of December, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **ARTHUR LAFFERTY**, 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 RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

ARTHUR LAFFERTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 11, 2014

Place of the Hearing: Fort Resolution, NT

Appearances at Hearing: Elizabeth Ann McKay, representing the applicant

Date of Decision: December 11, 2014

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 reported that a notice had been left at the address on November 26, 2014 indicating where the item could be picked up. The application was also sent to the respondent by the applicant and Canada Post reported that the item was refused by the respondent and returned to the sender. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion, there are sufficient grounds to deem the application and Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

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 and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing of \$4784.48. The applicant stated that all of the rent had been calculated based on the reported household income of the respondent. The last rent payment shown on the ledger was on August 11, 2014.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find

rent arrears of \$4784.48. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$4784.48 and terminating the tenancy agreement on February 15, 2015 unless those arrears are paid in full. An eviction order to be effective on February 16, 2015 unless the rent arrears are paid on or before February 15, 2015 shall be issued separately. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer