

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **RACHEL ELIZABETH 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 -

**RACHEL ELIZABETH LAFFERTY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eleven thousand four hundred fifty five dollars (\$11,455.00) in monthly payments in accordance with the following schedule:
  - a) January 31, 2015 - Two hundred dollars (\$200.00)
  - b) February 28, 2015 - Two hundred dollars (\$200.00)
  - c) March 31, 2015 - Two hundred dollars (\$200.00)
  - d) April 30, 2014 - Two hundred dollars (\$200.00)
  - e) May 31, 2014 - Two hundred fifteen dollars (\$215.00)
  - f) Thirty dollars (\$30.00) payable on the last day of every month thereafter until

the rent arrears are paid in full.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **RACHEL ELIZABETH 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-

**RACHEL ELIZABETH 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 respondent failed to appear at the hearing and the hearing was held in her 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 \$11,455. The applicant stated that all of the rent had been calculated based on the reported household income of the respondent.

The parties executed an agreement on June 3, 2014 whereby the respondent promised to pay rent arrears of \$10,680 in monthly payments of \$30 beginning in June, 2014 and continuing until the rent arrears were paid. Clearly, this agreement has been breached. The applicant stated that if the respondent caught up with her repayment agreement, they would be willing to continue the

tenancy.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$11,455.

In order to catch up on the repayment agreement the respondent must make accelerated payments totalling \$1015. I calculate this amount as follows:

Assessed rent since agreement	\$1645
Less payments made since agreement	<u>840</u>
Rent arrears since agreement	\$805
Plus 7 months @ \$30/month	<u>210</u>
Total shortfall	\$1015

An order shall issue requiring the respondent to pay the monthly rent on time and to pay additional monthly payments toward the rent arrears as follows:

- a) January 31, 2015 - \$200.00
- b) February 28, 2015 - \$200.00
- c) March 31, 2015 - \$200.00
- d) April 30, 2014 - \$200.00
- e) May 31, 2014 - \$215.00
- f) Payable on the last day of every month thereafter until the rent arrears are paid in full - \$30.

Should the respondent fail to pay the monthly rent on time or fail to make the additional

payments of arrears, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer