

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **MINNIE MARIE WHIMP**, 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 -

**MINNIE MARIE WHIMP**

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 sixteen thousand seven hundred fifty four dollars (\$16,754.00). The arrears shall be paid in monthly installments of one hundred fifty dollars (\$150.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2015.
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 #000D-08, Lot 0074/75, Plan 58, Fort Resolution, NT shall be terminated on December 31, 2014 and the respondent

shall vacate the premises on that date, unless at least four hundred forty dollars (\$440.00) is paid on or before that date.

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.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **MINNIE MARIE WHIMP**, 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-

**MINNIE MARIE WHIMP**

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  
Minnie Marie Whimp, respondent

**Date of Decision:** December 11, 2014

**REASONS FOR DECISION**

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 statement of the rent account which indicated a balance owing of \$16,754. The applicant also provided an agreement to pay rent arrears of \$17,064 executed by the parties on August 1, 2014 whereby the respondent agreed to pay the rent arrears in monthly payments of \$150 in addition to the rent until the rent arrears were paid in full. The first payment was to be paid in August. The applicant alleged that the agreement had been breached.

The applicant agreed to continue the tenancy and continue with the payment plan provided that the respondent promptly paid the amounts she had failed to pay since August 1, 2014. She calculated that amount to be \$440.

Rent arrears as at August	\$17,064
less arrears payments due	<u>(750)</u>
Arrears should be	\$16,314
Actual arrears	<u>16,754</u>
Shortfall	\$440

The respondent did not dispute the allegations and stated that she could pay the shortfall of \$440

and continue to pay the monthly rent plus an additional \$150/month.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$16,754. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the shortfall of \$440 is paid on or before December 31, 2014.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$16,754 in monthly installments of \$150/month payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2015. The tenancy agreement shall be terminated on December 31, 2014 unless at least \$440 is paid on or before that date. The respondent is also ordered to pay future rent on time.

Should the respondent fail to pay the shortfall of \$440 or fail to pay the monthly rent and arrears payment, the applicant may file another application seeking the full payment of any remaining balance and eviction.

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Hal Logsdon  
Rental Officer