

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **TIM CARDINAL**, 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 -

TIM CARDINAL

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 seventy five dollars (\$75.00).
2. 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 6th day of January,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **TIM CARDINAL**, 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-

TIM CARDINAL

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 card was left at the respondent's address on November 26, 2014 indicating where the item could be picked up. The respondent failed to appear at the hearing. In my opinion, it is reasonable 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 and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$75.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$75. In my opinion, the breach is not significant enough to warrant termination of the tenancy agreement. The request for termination of the tenancy agreement and eviction is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$75 and to pay future rent on time.

Hal Logsdon
Rental Officer