

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **RENA MCKAY**, 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 -

**RENA MCKAY**

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 five hundred eighty dollars (\$580.00).
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 0011, Lot 0019/64, Plan 528, Fort Resolution, NT shall be terminated on March 15, 2015 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of five hundred eighty dollars (\$580.00) are paid in full.
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 6th day of January,  
2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **RENA MCKAY**, 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-

**RENA MCKAY**

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  
Rena McKay, 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 account in evidence which indicated a balance owing of \$580. The applicant stated that all of the assessed rent had been calculated on the respondent's reported household income.

The respondent did not dispute the balance owing and stated that she could pay the arrears by March 15, 2015. The applicant agreed to continue the tenancy agreement if the arrears were paid by that date.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$580. 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 \$580 and terminating the tenancy agreement on March 15, 2015 unless those rent arrears are paid in full.

The respondent is also ordered to pay the monthly rent on time in the future.

An eviction order to be effective on March 16, 2015 unless the rent arrears are paid shall be issued separately.

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Hal Logsdon  
Rental Officer