

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

**SHARON LAFFERTY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. 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

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Applicant, and **SHARON 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-

**SHARON 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 confirmed that a notice was left at the respondent's address on November 26, 2014 indicating where the item could be picked up. The item was eventually returned to the rental office marked "refused". The respondent did not appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 75(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant withdrew their request for an order terminating the tenancy agreement, stating that since the application was filed, all of the rent arrears had been paid. The applicant provided a statement of the rent account in evidence. The statement indicates that the rent account had frequently in arrears but currently shows a credit balance of \$75.

I find that the respondent has frequently breached her obligation to pay rent on the days it is due. An order shall issue requiring the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer