

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**DUSTIN MCLEOD**, 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 **HAY RIVER, NT**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DUSTIN MCLEOD**

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 four hundred dollars (\$400.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant charges to replace a key in the amount of twenty dollars (\$20.00).
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 204-46 Woodland Drive, Hay River, NT shall be terminated on February 28, 2015 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of four hundred dollars

(\$400.00) and the key charge of twenty dollars (\$20.00) 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.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**DUSTIN MCLEOD**, 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:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DUSTIN MCLEOD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 10, 2014

**Place of the Hearing:** Hay River, NT

**Appearances at Hearing:** Adam Swanson, representing the applicant

**Date of Decision:** December 10, 2014

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for a lost key. 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 \$1965. The full unsubsidized rent of \$1625 has been assessed in December, 2014. The applicant stated that they did not receive any income information from the respondent in order to calculate a subsidized rent for that month but he was confident that the December rent would be adjusted to \$80 and requested that the balance be amended to \$420. The applicant stated that of that amount, \$400 were arrears of rent and the \$20 charge was for the replacement of a lost key.

The applicant stated that they would be willing to continue the tenancy provided that the rent arrears and key charges were paid by February 28, 2015.

I find the respondent in breach of his obligation to pay rent and his obligation to pay for the lost key. I find the rent arrears to be \$400 and the key charge of \$20 to be reasonable. In my opinion

there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and key charge are paid on or before February 28, 2015.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$400 and a key charge of \$20 and terminating the tenancy agreement on February 28, 2015 unless those amounts are paid. An eviction order to be effective on March 1, 2015 unless the rent arrears and key charge are paid on or before February 28, 2015 shall be issued separately.

---

Hal Logsdon  
Rental Officer