

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**THERESE MACKENZIE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**THERESE MACKENZIE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-14180, filed on October 21, 2014 is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of eleven thousand three hundred sixty one dollars and thirty six cents (\$11,361.36).
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 Unit 204, Behchoko, NT shall be terminated on April 30, 2015 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for March and April, 2015 in the total amount of

twelve thousand one hundred eleven dollars and thirty six cents (\$12,111.36) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**THERESE MACKENZIE**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**THERESE MACKENZIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 18, 2015

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Bonnie Leonardis, representing the applicant  
Mike Keohane, representing the applicant

**Date of Decision:** March 18, 2015

**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 her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and had breached a previous order requiring her to pay rent arrears in monthly installments and to pay the monthly rent on time. The premises are subsidized public housing.

A previous order (file #10-14180) was issued requiring the respondent to pay rent arrears of \$9861.36 in monthly payments of \$100 until the rent arrears were paid in full and to pay the monthly rent on time. The applicant provided a statement of the rent account in evidence which indicated that since the previous order was issued, no payments had been made and the balance owing as at March 18, 2015 was \$11,736.36. The applicant stated that no payments had been made by the respondent since March 4, 2009.

The tenancy agreement, provided in evidence by the applicant did not indicate a due date for the monthly rent. Section 41(4)(a) of the *Residential Tenancies Act* obligates the tenant to pay the rent on the days indicated in the tenancy agreement.

**41. (1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.**

Since the tenancy agreement is monthly and there is no due date set out in the agreement, I must

assume that the rent is due sometime before the last day of each month. Therefore the March rent of \$375 has not yet come due making the current rent arrears \$11,361.36.

Balance as per ledger	\$11,736.36
Less March, 2015 rent	(375.00)
Balance	\$11,361.36

I find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$11,361.36. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent, after agreeing to pay \$100/month plus the monthly rent has paid nothing and has paid no rent whatsoever in the past five years. The applicant stated that they would nevertheless continue the tenancy provided the respondent paid the rent arrears and suggested April 30, 2015 as a deadline for full payment.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$11,361.36 and terminating the tenancy agreement on April 30, 2015 unless the rent arrears and the rents for March and April, 2015 are paid in full. I calculate that amount to be \$12,111.36 as follows:

Rent arrears as at March 18/15	\$11,361.36
March, 2015 rent	375.00
April, 2015 rent	<u>375.00</u>
Total	\$12,111.36

An eviction order to be effective on May 1, 2015 unless the rent arrears and the rents for March and April, 2015 are paid in full on or before April 30, 2015 shall be issued separately.

The respondent also requested an order for compensation for use and occupation of the rental

premises should the respondent fail to satisfy this order and vacate the premises. I shall not issue that order now but shall grant the applicant leave to apply for such compensation should the respondent overhold.

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Hal Logsdon  
Rental Officer