

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**MATILDA LENNIE**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MATILDA LENNIE**

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 one hundred forty dollars (\$140.00).
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 Unit #0099, Tulita, NT shall be terminated on June 15, 2015 and the respondent shall vacate the premises on that date unless the respondent pays the remaining balance of the previous order (file #20-14494, filed on February 26, 2015) plus the rental arrears set out in #1 above in the total amount of eight hundred fourteen dollars (\$814.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of May,  
2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**MATILDA LENNIE**, 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:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**MATILDA LENNIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 6, 2015

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

**Appearances at Hearing:** Helen Squirrel, representing the applicant

**Date of Decision:** May 7, 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 sought an order requiring the respondent to pay the alleged rent arrears and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$814.

A previous order (file #20-14494, filed on February 26, 2015) required the respondent to pay rent arrears of \$1034 and terminated the tenancy agreement on March 15, 2015 unless the respondent reported the household income in accordance with the tenancy agreement. The applicant stated that the respondent had complied with the order to report the household income and avoided termination of the tenancy agreement but had not paid the full amount of the rent arrears ordered. The tenant ledger confirms that all of the unsubsidized rent has been adjusted to rent based on the respondent's household income.

Applying all of the rent paid since the issuance of the previous order to the satisfaction of the order, I find a balance of the order yet to be satisfied of \$674. I calculate that amount as follows:

Previous order	\$1034.00
Rents paid since order	(70.00)
	(93.50)
	(36.50)
	(70.00)
	<u>(90.00)</u>
Balance of order to be satisfied	\$674.00

The previous order may still be enforced to collect the \$674.

Since the previous order was issued, the March, 2015 rent (\$70) and April, 2015 rent (\$70) have come due. The applicant has not yet applied the May, 2015 rent. Therefore, in addition to the remaining balance of \$674 previously ordered, another \$140 has come due bringing the balance owing to \$814.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$814. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay an additional \$140 (the March and April, 2015 rents) and terminating the tenancy agreement on June 15, 2015 unless the rent arrears of \$814 are paid in full.

An eviction order to be effective of June 16, 2015 unless the rent arrears of \$814 are paid on or before June 15, 2015.

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Hal Logsdon  
Rental Officer