

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **CARL CARPENTIER**, 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 SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CARL CARPENTIER**

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 3rd day of June,  
2015.

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Hal Logsdon  
Rental Officer

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and **CARL CARPENTIER**, 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 SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CARL CARPENTIER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 3, 2015

**Place of the Hearing:** Fort Simpson, NT via teleconference

**Appearances at Hearing:** Kathy Konisenta, representing the applicant  
Carl Carpentier, respondent

**Date of Decision:** June 3, 2015

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent on the days it was due and sought an order requiring the respondent to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$225. There was no tenancy agreement provided in evidence to indicate when the monthly rent was due but I assume that the tenancy agreement is the standard pro-forma agreement used in subsidized public housing which requires the monthly rent to be paid in advance. In any case, the respondent did not dispute the amount owing and the statement, an aged analysis, suggests that the arrears are over 91 days overdue.

I find the respondent in breach of his obligation to pay the 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