

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **MABEL LOUTITT**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

MABEL LOUTITT

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 two thousand one hundred eighty dollars (\$2180.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 11 Johnson Crescent, Yellowknife, NT shall be terminated on April 30, 2002 and the respondent shall vacate the premises on that date unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March,
2002.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

MABEL LOUITT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant

Date of Decision: March 12, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 3, 2002 but failed to appear at the hearing. 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 terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2180. The applicant indicated that they would be willing to permit the tenancy agreement to continue provided the rent arrears were paid in full on or before April 30, 2002.

The applicant testified that Charlie Tsetta was now a joint tenant and requested that the order be filed in the names of both joint tenants. The respondent named in the application was Mabel Loutitt.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2180. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant's request for payment by April 30, 2002 is reasonable. I am unable to consider any order against Charlie Tsetta as he was not the respondent named in the style of cause and was therefore not called to the hearing.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2180 and terminating the tenancy agreement between the parties on April 30, 2002 unless the arrears are paid in full.

Hal Logsdon
Rental Officer