

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **BERTHA SMALLGEESE**, 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 **HAY RIVER, NT**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**BERTHA SMALLGEESE**

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 sixty four dollars (\$164.00).
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 1608B, 11B Saskatoon Drive, Hay River, NT shall be terminated on May 21, 2002 and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of May, 2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **BERTHA SMALLGEESE**, 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-

**BERTHA SMALLGEESE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 7, 2002

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

**Appearances at Hearing:** Jim Morrison, representing the applicant  
Bertha Smallgeese, respondent

**Date of Decision:** May 7, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 arrears owing as at May 3, 2002 in the amount of \$164. The ledger indicates that the last payment was made by the respondent on March 31, 2002 and the last zero balance on the account was in October, 2001.

The respondent indicated she was receiving income assistance but was having difficulty paying her rent. She did not dispute the allegations.

In my opinion, there are few valid excuses for not paying rent in social housing. The rent for these rental premises has been only \$32/month. Although the balance of arrears is not high, the record of non-payment is unacceptable.

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 \$164. In my opinion there are sufficient grounds to terminate this tenancy agreement unless these arrears are promptly paid. The applicant was willing to permit the tenancy agreement to continue if prompt payment was received.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$164 and terminating the tenancy agreement on May 21, 2002 unless the rent arrears are paid in full.

---

Hal Logsdon  
Rental Officer