

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **KERRI GIROUX**, 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 -

KERRI GIROUX

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 hundred fifty six dollars (\$256.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 51 Woodland Drive, Hay River, NT shall be terminated on June 6, 2003 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 20th day of May, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **KERRI GIROUX**, 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-

KERRI GIROUX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 15, 2003

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Willa-Jean Conroy, representing the applicant
Kerri Giroux, respondent

Date of Decision: May 15, 2003

REASONS FOR DECISION

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 \$256. The applicant stated that since the tenancy agreement commenced 20 months ago, the respondent had paid rent for only 7 months. The ledger supports the applicant's allegations.

The applicant did not dispute the allegations and indicated she could pay the balance of arrears in the first week of June, 2003. The respondent was willing to permit the tenancy to continue if payment was received by June 6, 2003.

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 \$256. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid by June 6, 2003.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$256 and terminating the tenancy agreement on June 6, 2003 unless that amount is paid in full.

Hal Logsdon
Rental Officer