

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **ROSE GLADUE**, 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 **FORT SMITH, NT**.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ROSE GLADUE**

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 five thousand two hundred seventy nine dollars (\$5279.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0020, 87 St. Ann's Street, Fort Smith, NT shall be terminated on March 31, 2004 and the respondent shall vacate the premises on

that date, unless rent arrears in the amount of five thousand two hundred seventy nine dollars (\$5279.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ROSE GLADUE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2003

**Place of the Hearing:** Fort Smith, NT

**Appearances at Hearing:** Ruth White, representing the applicant  
Rose Gladue, respondent

**Date of Decision:** November 28, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent owing. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance as at October 27, 2003 in the amount of \$5279. The applicant testified that since that date, there had been no further payments of rent received.

The respondent did not dispute the allegations and requested that tenancy continue provided the rent arrears were paid by March 31, 2004. The applicant agreed.

The statement of rent indicates that no rent has been paid since August, 2003. In my opinion, the amount of rent and history of payment are sufficient grounds to terminate the tenancy agreement. The applicant's request for a termination order on March 31, 2004 unless the arrears are paid in full is reasonable.

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 \$5279. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5279 and terminating the tenancy agreement on

March 31, 2004 unless that amount is paid in full. The order shall also require the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer