

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **ELIZABETH NORMAN**, 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 MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ELIZABETH NORMAN**

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 nine hundred twenty one dollars and fifty two cents (\$921.52).
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 71 Andrew Kunnizzi Street, Fort McPherson, NT shall be terminated on December 31, 2003 and the respondent shall vacate the 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  
December, 2003.

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Hal Logsdon  
Rental Officer

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Applicant, and **ELIZABETH NORMAN**, Respondent.

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R-5 (the "Act");

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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**ELIZABETH NORMAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 4, 2003

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

**Appearances at Hearing:** Shirley Wilson, representing the applicant  
Elizabeth Norman, respondent  
Irvin Kamenz, witness for the respondent

**Date of Decision:** December 7, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent arrears and repair costs in the amount of \$921.52.

The respondent did not dispute the allegations and indicated that she could pay the amounts by her next pay day in December. Her employer appeared on her behalf and confirmed that she would be receiving a bonus in December and stated that she was a reliable worker.

I find the tenant ledger in order but find the entire amount of \$921.52 to be rent arrears. Applying payments to the oldest debts results in a balance of rent arrears only. I note that there have been four previous orders issued in matters between these parties, three of them involving non-payment of rent. The respondent has previously been ordered to pay rent on time and has repeatedly failed to do so. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

The respondent should understand that the applicant sought an unconditional termination of this

tenancy agreement. Should the respondent continue to ignore her responsibilities as a tenant, it will be difficult to deny the landlord with the remedy of termination. A landlord should not have to repeatedly take legal action to collect the rent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$921.52 and terminating the tenancy agreement on December 31, 2003 unless the arrears are paid in full.

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Hal Logsdon  
Rental Officer