

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **ROSITA CASSAWAY**, 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 -

ROSITA CASSAWAY

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 seventy eight dollars (\$2178.00).
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 Apartment B, 4916-45th Street, Yellowknife, NT shall be terminated on February 29, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of February, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **ROSITA CASSAWAY**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

ROSITA CASSAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant
Rosita Cassaway, respondent

Date of Decision: February 11, 2004

REASONS FOR DECISION

The applicant alleged that the respondent 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 \$2178. The ledger also indicated that no rent had been paid since November, 2003.

The respondent did not dispute the allegations and stated that she would pay the rent prior to the end of February, 2004. The applicant was willing to permit the tenancy to continue if the rent was paid in full by February 29, 2004.

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 \$2178. In my opinion, there are sufficient grounds to terminate the tenancy agreement if the rent is not promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2178 and terminating the tenancy agreement on February 29, 2004 unless those arrears are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer