

IN THE MATTER between **902800 NWT LTD.**, Applicant, and **MARY MACPHERSON**, 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:

**902800 NWT LTD.**

Applicant/Landlord

- and -

**MARY MACPHERSON**

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 two hundred seven dollars and fifty eight cents (\$2207.58).
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 Apartment 1, 5123 - 50th Street, Yellowknife, NT shall be terminated on April 15, 2004 and the respondent shall vacate the premises on that date unless the respondent pays the applicant rent arrears in the amount of two thousand two hundred and seven dollars and fifty eight cents (\$2207.58).

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 23rd day of March, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **902800 NWT LTD.**, Applicant, and **MARY MACPHERSON**, Respondent.

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BETWEEN:

**902800 NWT LTD.**

Applicant/Landlord

-and-

**MARY MACPHERSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 23, 2004

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Michael Henry, representing the applicant  
Mary MacPherson, respondent

**Date of Decision:** March 23, 2004

**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.

The applicant stated that they had purchased the complex on December 15, 2003 and that the respondent had paid no rent since the premises were acquired. He stated that he was only demanding rent that had accrued from December 15, 2003 which consisted of one-half month's rent in December and rent for the months January, February and March. The rent for the premises is \$625/month. The applicant also sought payment of costs for NSF cheques in the amount of \$10.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears as soon as she received her employment insurance claim which she expected soon. The applicant agreed to continue the tenancy agreement if the rent arrears were paid by April 15, 2004.

The parties consented to an order requiring the respondent to pay the applicant rent arrears in the amount of \$2207.58, terminating the tenancy agreement on April 15, 2004 unless that amount was paid in full, and requiring the respondent to pay future rent on time. The order shall issue.

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Hal Logsdon  
Rental Officer