

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **LLOYD NORN**, 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 RESOLUTION, NT**.

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**LLOYD NORN**

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 one thousand three hundred fifty dollars (\$1350.00).
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 Unit 4-12, Fort Resolution, NT shall be terminated on September 10, 2004 and the respondent shall vacate the premises on that date unless the rent arrears and outstanding security deposit in the total amount of one thousand five hundred seventy dollars (\$1570.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of August,  
2004.

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Hal Logsdon  
Rental Officer

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Applicant, and **LLOYD NORN**, Respondent.

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

-and-

**LLOYD NORN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 24, 2004

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

**Appearances at Hearing:** Joyce Beaulieu, representing the applicant  
Elizabeth-Ann McKay, representing the applicant

**Date of Decision:** August 24, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on August 4, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the balance of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit and termination of the tenancy agreement.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$1350.

The tenancy commenced on October 2, 2003 and required a security deposit in the amount of \$450. The applicant testified that only \$230 had been paid to date. The tenant ledger indicates that the respondent has not made any payments of rent since January 12, 2004 when he made a payment of \$150.

I find the respondent in breach of his obligation to pay rent and to pay the required security deposit. I find the rent arrears to be \$1350 and the balance of the security deposit to be \$220. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and outstanding security deposit are promptly paid. An order shall issue requiring the

respondent to pay the applicant rent arrears in the amount of \$1350 and terminating the tenancy agreement on September 10, 2004 unless the rent arrears and security deposit in the total amount of \$1570 is paid in full.

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Hal Logsdon  
Rental Officer